

Pursuant to the third indent of the third paragraph of Article 24 of the Energy Act (Official Gazette of the RS, No. 27/07 – official consolidated text and 70/08) and Article 46 of the Decree on the method for the implementation of public service obligation relating to the organisation of the electricity market (Official Gazette of RS, No. 8/09) and with the consent of the Government of the Republic of Slovenia, expressed in Decision No. 00731-7/2009 dated 22nd October 2009, Borzen d.o.o., the Power Market Operator, issues within the framework of the implementation of activities of the Centre for RES/CHP support, the following

RULES **for the operation of the Centre for RES/CHP support**

I. GENERAL PROVISIONS

Article 1 (The scope)

These Rules govern the method of the implementation of public service obligation relating to the organisation of the electricity market in the part which refers to:

- Implementation of activities of the Centre for RES/CHP support;
- Gathering and publishing data to ensure transparency of the operation of the Centre for RES/CHP support; and
- Providing accounting and financial settlement with regard to the activities of the Centre for RES/CHP support.

Article 2 (Meaning of expressions)

(1) Expressions used in these Rules shall have the following meanings:

- **Declaration:** a declaration for a production unit, issued by the Energy Agency of the Republic of Slovenia (hereinafter: the Energy Agency);
- **Eco Group:** a Balance Group or Subgroup with a special status, established by the Centre for RES/CHP support in accordance with the Rules governing the operation of the organised electricity market for the settlement of differences between the forecasted and realised production and sale of electricity, received from the Support Scheme Participants who are entitled to a guaranteed purchase;
- **Settlement of differences between the forecasted and realised production:** means the financial equalisation of the differences that occur due to the discrepancies between the forecasted and the actual production;
- **Decision:** a Decision on the provision of support, issued by the Energy Agency;
- **PAN:** refers to the Auction Rules for the direct sale of electricity;
- **PAP:** refers to the Auction Rules for the transfer of Eco Groups;
- **SE-CP Agreement:** an agreement on the sale of electricity through the Centre for RES/CHP support for old production units;
- **Eco Group Compensation Agreement:** an agreement which governs the mutual relations between the Centre for RES/CHP support and the Balance Scheme Member to which the Eco Group is transferred;

- **OS-RES Agreement:** an agreement on the provision of support as operating support for the electricity produced in production units that use renewable energy sources (operating support also referred to as “operating premium” or “financial aid for current operations”);
 - **OS-CHP Agreement:** an agreement on the provision of support as operating support for the electricity produced in high-efficiency cogeneration of heat and power (operating support also referred to as “operating premium” or “financial aid for current operations”);
 - **GP-RES Agreement:** an agreement on the provision of support as a guaranteed purchase of the electricity produced in production units that use renewable energy sources;
 - **GP-CHP Agreement:** an agreement on the provision of support as a guaranteed purchase of the electricity produced in high-efficiency cogeneration of heat and power;
 - **Recalculation:** a process in which the Centre for RES/CHP support amends, on the basis of the final data, the intermediate clearing for support provided during the period stipulated in the recalculation, by issuing the relevant documents;
 - **Old production units:** electricity producers from micro and small cogeneration and electricity producers who produce electricity from renewable energy sources whose rated electric power does not exceed 5 MW and who receive guarantees of origin but are not entitled to support due to the production units’ age; however, in accordance with the Energy Act and regulations issued on its basis, they have the right to request the Centre for RES/CHP support to purchase all of the produced electricity that they supply to the public network at a price at which the Centre for RES/CHP support is itself selling it, reduced by the Centre for RES/CHP support's expenses for the settlement of differences between the forecasted and realised production and expenses related to the sale of electricity;
 - **TISOT:** the Centre for RES/CHP support's technical information system that enables the exchange of information with the Centre for RES/CHP support.
- (2) Terms that are not specifically defined in these Rules shall have the meaning ascribed to them by the Energy Act and statutory regulations issued on its basis.
 - (3) Unless specifically defined, a day is deemed a calendar day.
 - (4) The date of receipt or delivery by the Centre for RES/CHP support shall be deemed as the beginning of deadlines stipulated in these Rules.
 - (5) Should the deadline fall on a non-working day, the following working day shall apply, unless expressly provided otherwise in the Rules.
 - (6) Unless expressly provided otherwise in the Rules or a decision, issued by the Centre for RES/CHP support, all accessions to the Centre for RES/CHP support, changes of the type of support, changes regarding the issuing of invoices and other changes shall enter into force on the first day of the following calendar month.
 - (7) Unless provided otherwise in these Rules, publication on the Centre for RES/CHP support's website shall be deemed as public publication.

Article 3 (Publication of data)

The Centre for RES/CHP support publishes all data regarding the implementation of the Support Scheme, such as aggregated price data, data about guarantees of origin and data on paid support, on its website.

Article 4

(Registry of the Support Scheme Participants)

- (1) The Centre for RES/CHP support shall keep a registry of all of the Support Scheme Participants (hereinafter: Registry of Participants).
- (2) In the Registry of Participants production units that receive support in accordance with Article 42 of the Act amending the Energy Act (Official Gazette of the RS, No. 70/08) shall be recorded separately.
- (3) The Registry of Participants shall be kept in electronic form.
- (4) The Centre for RES/CHP support may forward the data from the Registry of Participants to the competent authorities within the framework of the prescribed reporting and publish it on its website.

Article 5

(Categories of the Support Scheme Participants)

- (1) The Centre for RES/CHP support classifies the Support Scheme Participants with regard to the type of support in the following categories:
 - Participants who are included in the system of guaranteed purchase of electricity; and
 - Participants who receive operating support.
- (2) Within each category from the previous paragraph, Support Scheme Participants are classified in the following subcategories:
 - Participants who produce electricity from renewable energy sources; and
 - Participants who produce electricity in high-efficiency cogeneration.

Article 6

(The Centre for RES/CHP support's technical information system)

- (1) TISOT is the Centre for RES/CHP support's computer assisted technical information system which enables data exchange with the Centre for RES/CHP support in accordance with regulations and these Rules.
- (2) Access to TISOT and its use are made available by using personal identification data that enable the use within the authorisation limits. Personal identification elements can only be used by their holders, to which these elements were issued and who are obliged to protect them against unauthorised access by third persons, and which should under no circumstances be revealed to any third person. Any violations must immediately be reported to the Centre for RES/CHP support.
- (3) In case of abuse due to inappropriate protection of personal identification data, any holder whose identification data is abused is deemed responsible, or the employee of the Centre for RES/CHP support, if they are jointly responsible for the abuse.
- (4) Any errors, technical difficulties or difficulties in working with TISOT shall be communicated by Participants to the Centre for RES/CHP support via telephone, fax or electronic mail. If requested, a written description of errors or technical difficulties should be delivered by Participants to the Centre for RES/CHP support as soon as possible.
- (5) The Centre for RES/CHP support shall maintain and upgrade TISOT simultaneously in order to reach the level of the latest technological developments. The Centre for RES/CHP support shall be required to inform the Participants of any such changes at least one month before they take place.

(6) Participants shall be accountable for the operation and maintenance of their information system, i.e. their hardware, software, and communication equipment, at a level that enables appropriate communication with TISOT.

(7) The Centre for RES/CHP support shall maintain application support for registries that are required for the implementation of the support system in the production of electricity from renewable energy sources and high-efficiency cogeneration.

II. ACCESSION TO THE CENTRE FOR RES/CHP SUPPORT

Article 7

(Agreement on the provision of support)

(1) The Centre for RES/CHP support shall conclude a standardised agreement on the provision of support with the electricity producer who produces electricity from renewable energy sources or in high-efficiency cogeneration and is, in accordance with the Energy Act, entitled to the guaranteed purchase of electricity or to receive operating support, which shall govern all mutual relations regarding participation in the Support Scheme.

(2) For the purposes of these Rules, all standardised agreements on the provision of support are referred to by a collective term “the Agreement”.

(3) With the Agreement, electricity producers from the first paragraph shall acquire the status of a Support Scheme Participant (hereinafter: the Participant).

(4) The Agreement is concluded on the basis of a final Decision by the Energy Agency on the provision of support to the beneficiary, stipulated in the Decision.

(5) If the electricity producer, who is a party to the Agreement concluded with the Centre for RES/CHP support, has several production units, an Agreement is concluded for each unit separately.

(6) With regard to the participation categories and subcategories, electricity producers conclude the following agreements:

- Agreement on the provision of support as a guaranteed purchase of electricity produced in production units that use renewable energy sources (hereinafter: GP-RES Agreement); its form sheet is set out in Annex I, which forms an integral part of these Rules;
- Agreement on the provision of support as a guaranteed purchase of the electricity produced in high-efficiency cogeneration of heat and power (hereinafter: GP-CHP Agreement); its form sheet is set out in Annex II, which forms an integral part of these Rules;
- Agreement on the provision of support as operating support for electricity produced in production units that use renewable energy sources (hereinafter: OS-RES Agreement); its form sheet is set out in Annex III, which forms an integral part of these Rules;
- Agreement on the provision of support as operating support for electricity produced in high-efficiency cogeneration of heat and power (hereinafter: OS-CHP Agreement); its form sheet is set out in Annex IV, which forms an integral part of these Rules.

(7) Electricity producers who conclude an Agreement for a guaranteed purchase are obliged to ensure, independently and at their own expense, that upon joining the Centre for RES/CHP support, the open contract which determined their affiliation in the Balance Scheme (market agreement for the sale of electricity) is terminated. Any costs arising from untimely terminations of open contracts shall be borne by the Participants.

Article 8

(Amendments and supplements to the Agreements)

(1) Upon the Centre for RES/CHP support's call, the Participants are obliged to conclude an Annex to the Agreement in the following cases:

- In case of electricity price changes in the guaranteed purchase;
- In case of changes to the level of operating support;
- In case the Agreement is inconsistent with the Decision that served as the basis for the Agreement, and a new Agreement need not be concluded;
- To determine the planned monthly electricity production volumes for the following calendar year and other data, required for the implementation of the Agreement;
- In other cases, stipulated by law or statutory regulations.

(2) If, following a repeated call by the Centre for RES/CHP support, the Participant fails to conclude an Annex to the Agreement, the Centre for RES/CHP support may terminate the Agreement.

(3) In the event of a rescission of the Agreement, stipulations in these Rules concerning the termination of the Agreement with regard to payments, receipt of electricity, guarantees of origin, and the settlement of differences between the forecasted and realised production, shall apply.

Article 9

(Expiration of the Agreement)

The Agreement shall cease to be valid in the following instances:

- With the expiry of a deadline stipulated in the Agreement;
- With the termination of the Agreement by one of the contracting parties;
- With the rescission of the Agreement;
- When starting the implementation of a new Agreement;
- With the annulment of the Decision on the provision of support that served as a basis for the Agreement;
- With the expiration of the Decision on the provision of support that served as a basis for the Agreement;
- With the expiration of the production unit declaration;
- If the Participant or the Centre for RES/CHP support cease to exist, at the moment when they cease to exist; and
- In other cases, stipulated by law.

Article 10

(Request for accession to the Centre for RES/CHP support)

- (1) Request for accession to the Centre for RES/CHP support shall be made in writing and sent by regular mail to the Centre for RES/CHP support immediately after the Decision on the provision of support, for each production unit separately, is final.
- (2) The Centre for RES/CHP support shall publish the form for the accession request on its website.
- (3) The accession request must include all documents stipulated on the accession request form.
- (4) The Centre for RES/CHP support may request the applicant to provide additional information or documents to support the merits of the request for the accession.
- (5) Upon submitting a complete accession request, the Centre for RES/CHP support shall conclude an Agreement within fifteen days after the Decision on the provision of support is final. If the accession request is not complete or it has not been submitted immediately after the Decision on the provision of support is final, the Centre for RES/CHP support shall conclude an Agreement within fifteen days after receiving a complete accession request.

Article 11

(Termination of the Agreement)

- (1) The Participant and the Centre for RES/CHP support may terminate the Agreement in accordance with the provisions of these Rules.
- (2) With the termination of the Agreement, the Participant and Centre for RES/CHP support are not free of obligations which have arisen regarding the period of validity of the Agreement.
- (3) From the date of termination of the Agreement, the balancing affiliation to the Eco Group, led by the Centre for RES/CHP support, of the Participants of the guaranteed purchase system shall cease. The Centre for RES/CHP support shall discontinue receiving electricity from the date of termination of the Agreement. Participants of the guaranteed purchase system who continue to operate in the organised market after the termination of the Agreement must establish their affiliation in the Balance Scheme in due time and at their own expense, in accordance with the Rules governing the operation of the organised electricity market.
- (4) From the date of termination of the Agreement the Centre for RES/CHP support shall no longer accept the guarantees of origin from the Participant, unless they apply to a period or electricity produced during the validity of the Agreement.

Article 12

(Termination of the Agreement by the Participant)

- (1) The Participant's request for the termination of the Agreement shall be made in writing and sent by regular mail to the Centre for RES/CHP support.
- (2) The termination of the Agreement by the Participant of the guaranteed purchase system shall enter into force with the start of the calendar year, following the year when the termination request is submitted, provided that the termination request is submitted by the end of September. If the termination is submitted later than that, it shall enter into force with the start of the calendar year following the calendar year when the termination would have entered into force had it been submitted in due time.
- (3) The termination of the Agreement by the Support Scheme Participants who receive operating support shall enter into force:

- If the Centre for RES/CHP support receives it by the 10th day in the month, on the first day of the following month;
- If the Centre for RES/CHP support receives it after the 10th day in the month, on the first day of the month after the following month.

(4) In the event of a termination, the Centre for RES/CHP support shall first verify whether the Participant has fulfilled all their obligations. If the Participant has fulfilled all their obligations, the Centre for RES/CHP support shall confirm the termination of the Agreement in writing and set the date when it comes into force.

(5) If the Participant has not fulfilled all its contractual obligations, the Centre for RES/CHP support shall call upon him in writing. In such an event, the Centre for RES/CHP support may decide that date when the Participant has fulfilled all their obligations is deemed as the filing date of the termination request.

Article 13

(Termination of the Agreement by the Centre for RES/CHP support)

(1) The Centre for RES/CHP support may terminate the Agreement in the following instances:

- If the Decision on the provision of support ceases to be valid;
- If the production unit declaration ceases to be valid;
- In other cases, stipulated by the Agreement and law.

(2) The Centre for RES/CHP support shall terminate the Agreement with a written decision.

(3) The Centre for RES/CHP support shall inform the Energy Agency and the competent Ministry about the termination of the Agreement.

(4) Termination of the Agreement shall enter into force on the day stipulated in the decision.

Article 14

(Change of the type of support)

(1) Should the Participant wish to change the type of support, the Decision should be amended in the part that stipulates the method of receiving support.

(2) The Participant may submit a written request to change the type of support at the Centre for RES/CHP support on the basis of a final Decision on the provision of support.

(3) The change of the type of support shall be made by concluding a new Agreement. The old Agreement shall cease to be valid on the day support is provided under the new Agreement.

(4) If the request to change the type of support on the basis of an amended Decision on the provision of support is submitted to the Centre for RES/CHP support by the end of September of the current calendar year, the change of the type of support enters into force with the start of the next calendar year, or later if the Centre for RES/CHP support cannot provide support because the Participant concluded an open market contract for the sale of electricity and it failed to terminate it. If the request is submitted at a later date, the Centre for RES/CHP support may set another date for the start of the provision of support. The change may enter into force with the start of the calendar year following the calendar year when it would enter into force, had the request been submitted by the September of the current calendar year at the latest. The Participant shall receive the existing support until the change comes into force.

(5) In the event of an incomplete request to change the type of support, it shall be deemed that it is submitted on the day when it is supplemented accordingly upon invitation by the Centre for RES/CHP support.

(6) The provisions of these Rules governing the joining of the Centre for RES/CHP support shall apply mutatis mutandis for the procedure to change the type of support.

(7) The balancing affiliation to the Eco Group, led by the Centre for RES/CHP support, of the Participants who have changed the type of support from guaranteed purchase to operating support shall cease to apply when the change takes effect; therefore, such Participants must establish their balancing affiliation in due time and at their own expense, in accordance with the Rules governing the operation of the organised electricity market.

(8) The Participants who have changed the type of support from operating support to guaranteed purchase are included in the Eco Group, led by the Centre for RES/CHP support, when the change takes effect; therefore, they must terminate the open contract which determined their affiliation in the Balance Scheme (market agreement for the sale of electricity) in due time and in accordance with the Rules governing the operation of the organised electricity market. Any costs arising from untimely terminations of contracts shall be borne by the Participants.

(9) To enter the Support Scheme and change the type of support, the provisions of regulations governing the change of the supplier shall apply with regard to the date of its entry into force.

Article 15

(Re-accession following the termination of the Agreement)

(1) Should the Participant wish to regain the Support Scheme Participant status, they should submit a new request for the accession to the Centre for RES/CHP support.

(2) Should the Participant not have a valid Decision on the provision of support, they must obtain a new Decision prior to submitting the request.

(3) In the event of a re-accession, the period of validity of the Decision, on which the first Agreement was concluded, shall be deemed as the duration of the support, provided the Participant does not obtain a new Decision.

(4) The Centre for RES/CHP support may reject a re-accession in accordance with Article 19 of the Decree on support for electricity generated from renewable energy sources (Official Gazette of the RS, no. 37/09, 53/09, 68/09 and 76/09) and Article 17 of the Decree on support for electricity produced in high-efficiency cogeneration (Official Gazette of the RS, no. 37/09, 53/09, 68/09 and 76/09).

Article 16

(Change of production unit ownership or change of support beneficiary)

(1) Should a change of ownership or management of the production unit or a change of support beneficiary that affects the entitlement to the support or its payment occur during the period of validity of the Agreement, the Participant is obliged to immediately inform the Centre for RES/CHP support in writing, and to submit a request for the amendment of the Decision on the provision of support in the part that refers to its beneficiary.

(2) A new Agreement shall be concluded on the basis of the old Agreement and the old Agreement shall cease to be valid on the day support is provided under the new Agreement.

(3) Violation of the provision from the first paragraph of this Article shall be deemed a serious violation of the Rules.

Article 17
(Reconditioned production units)

In the event of a recondition or reconstruction of a production unit in accordance with the applicable regulations, a new Agreement shall be concluded on the basis of the old Agreement and the old Agreement shall cease to be valid on the day support is provided under the new Agreement.

Article 18
(Co-ownership)

- (1) If the beneficiary is not the owner or is not the sole owner of the production unit, the Centre for RES/CHP support shall conclude an Agreement on the provision of support for the production unit as a whole with the beneficiary who submitted an authorisation by the owner or other co-owners or joint owners in the procedure for obtaining the Decision on the provision of support.
- (2) Only one Agreement on the provision of support may be concluded for one production unit.
- (3) Only one open contract for the delivery of electricity in the System Operator's network may be concluded for one production unit.
- (4) In the event of co-ownership changes, Article 16 of the Rules shall apply.

III. REGULATION OF BALANCING AFFILIATION

Article 19
(Eco Group)

- (1) For the purposes of the regulation of the balancing affiliation of the Participants and the settlement of differences between the forecasted and realised production, the Centre for RES/CHP support shall form one or more Eco Groups in accordance with these Rules and the Rules governing the operation of the organised electricity market.
- (2) An Eco Group is listed in the Balance Scheme as a Balance Group or Subgroup.
- (3) Should the Centre for RES/CHP support form more than one Eco Group, it shall divide the Participants in the Eco Groups at its own discretion.
- (4) An Eco Group is established and dissolved on the basis of a decision by the Centre for RES/CHP support.
- (5) An Eco Group shall enjoy a special status in accordance with the Rules governing the operation of the organised electricity market.

Article 20
(Eco Group affiliation)

- (1) The Participants of the guaranteed purchase system, whose electricity is sold through the Centre for RES/CHP support, belong to one of the Eco Groups.
- (2) In accordance with the Rules governing the operation of the organised electricity market the GP-CHP and GP-RES Agreements shall be deemed as open contracts (supply contracts), and shall stipulate balancing affiliation of the metering points (delivery points) set out in the Agreement.

- (3) Participants included in one of the Eco Groups are not allowed to conclude other open contracts for the delivery of electricity to the System Operator's public network.
- (4) Participants included in one of the Eco Groups are not Balance Scheme Members and are not allowed to conclude closed contracts.
- (5) Participants who have concluded open contracts with other Balance Scheme Members and whose electricity is not sold through the Centre for RES/CHP support are not included in Eco Group and are obliged to establish their balancing affiliation independently, in accordance with the Rules governing the operation of the organised electricity market.
- (6) The Participant shall be deemed included in an Eco Group upon concluding a relevant agreement with the Centre for RES/CHP support and the start of the provision of support. Should several Eco Groups be established, the Participant is assigned to one of the Eco Groups by the Centre for RES/CHP support.
- (7) The balancing affiliation to the Eco Group shall terminate after the expiry of validity of the Agreement.
- (8) The Centre for RES/CHP support or the Balance Responsible Party or Balance Subgroup Responsible Party, in whose group or Subgroup the Eco Group is part of, shall act as the Balance Responsible Party in accordance with the Rules governing the operation of the organised electricity market.

Article 21

(Eco Group transfer to a different Balance Group or Subgroup)

- (1) The Centre for RES/CHP support may transfer an Eco Group as a Subgroup to a different Balance Group or Subgroup.
- (2) The Eco Group transfer to a different Balance Group or Subgroup shall be performed by concluding an Eco Group Compensation Agreement which should, among the mandatory provisions in accordance with the Rules governing the operation of the organised electricity market, also contain provisions on:
 - The obligations of the hierarchically superior Balance Responsible Party or Balance Subgroup Responsible Party for the report on operational forecasts for delivery points that belong to the Centre for RES/CHP support, and the report on concluded closed contracts of the Eco Group;
 - The rights and obligations for the report on the closed contract with the Eco Group that is the subject of the contract;
 - The inclusion or exclusion of Participants from the Eco Group during the validity of the Eco Group Compensation Agreement;
 - Obligations in relation to information communication;
 - Obligations in relation to imbalance settlement;
 - The financial settlement of mutual claims and liabilities.
- (3) The Eco Group is transferred to the highest bidder chosen at the auction organised by the Centre for RES/CHP support in accordance with the PAP.
- (4) The Centre for RES/CHP support shall publish the PAP on its website.
- (5) The Eco Group Compensation Agreement forms an integral part of the PAP.

Article 22

(Special status of the Eco Group)

- (1) An Eco Group shall enjoy a special status in accordance with the Rules governing the operation of the organised electricity market and these Rules.

- (2) The special status shall include particularly exceptions with regard to:
- Uniform placement of the subjects in the Balance Scheme;
 - Recording of closed contracts and reports of operational forecasts;
 - Quantitative and financial aspects of the imbalance settlement.
- (3) The special status is regulated in detail by the PAP.
- (4) The special status shall be introduced by a decision of the Centre for RES/CHP support should the transfer of the Eco Group not occur.

Article 23

(Operational implementation of tasks within the Eco Group)

- (1) Participants are obliged to submit all requested data upon invitation by the Centre for RES/CHP support in the manner stipulated in the Energy Act and regulations issued on its basis, as well as these Rules and the Agreement.
- (2) The Centre for RES/CHP support shall be responsible for the report of operational forecasts and closed contracts between Eco Groups and other subjects or, in the event of a transfer, another subject as stipulated in the Eco Group Compensation Agreement.

IV. RECEIPT AND SALE OF ELECTRICITY

Article 24

(Receipt and sale of Participants' electricity)

The Centre for RES/CHP support receives and sells electricity from the Participants of the guaranteed purchase system who are part of the Eco Group.

Article 25

(Receipt of electricity)

- (1) Participants of the guaranteed purchase system shall be included in the Eco Group, led by the Centre for RES/CHP support, on the basis of the Agreement; this shall form the foundation for the receipt of electricity and the settlement of differences between the forecasted and realised production.
- (2) The Centre for RES/CHP support does not receive electricity from Participants who receive operating support, nor does it settle the differences between the forecasted and realised production. Such Participants are not included in Eco Groups. Participants must settle the differences between the forecasted and realised production independently and at their own expense, and in accordance with the Rules governing the operation of the organised electricity market.
- (3) The Centre for RES/CHP support shall receive net produced electricity in the amount that is delivered to the public network. This amount is taken into consideration also in the balance of the Centre for RES/CHP support.
- (4) A reception point shall be the metering point (delivery point) in the System Operator's network stipulated in the Decision and the Agreement.
- (5) Participants of the guaranteed purchase system are obliged to deliver and sell all of the net produced electricity exclusively to the Centre for RES/CHP support.

Article 26
(Electricity sale)

- (1) The Centre for RES/CHP support shall sell electricity in any of the following ways:
 - Directly, with a separate settlement of differences between the forecasted and realised production;
 - Indirectly, with the included settlement of differences between the forecasted and realised production as a transfer of an Eco Group or by the inclusion of an Eco Group as a balance Subgroup in the Balance Group or a Subgroup of another Balance Scheme Member.
- (2) The Centre for RES/CHP support may simultaneously use both methods for the same period of electricity production.

Article 27
(Direct sale of electricity)

- (1) The direct sale of electricity shall be performed by the Centre for RES/CHP support or another subject, authorised to do so by the Centre for RES/CHP support.
- (2) The direct sale of electricity shall be performed at an auction that is organised in accordance with PAN by the Centre for RES/CHP support, or at the Energy Exchange.
- (3) The Centre for RES/CHP support shall publish the PAN on its website.
- (4) It shall be the buyer's right and duty to report a closed contract in the amount of the electricity bought, when the Eco Group is the seller. If the sale is performed at the Energy Exchange, the report must be submitted through the Energy Exchange, unless decided otherwise by the Centre for RES/CHP support.
- (5) In the event of direct sale of electricity the settlement of differences between the forecasted and realised production shall be performed separately. It shall be performed by the Centre for RES/CHP support.
- (6) The Centre for RES/CHP support shall be liable for reporting operational forecasts, closed contracts and the quantitative and financial aspect of the imbalance settlement, in accordance with the Rules governing the operation of the organised electricity market, these Rules and the PAP or the PAN.

Article 28
(Indirect sale of electricity)

- (1) The sale of electricity as the transfer of an Eco Group shall be performed in a way stipulated in these Rules and the PAP.
- (2) The buyer shall be awarded a right and duty at the auction for the transfer of an Eco Group to report a closed contract in the amount stipulated in the PAP, when the Eco Group is the seller. The chosen buyer and the Centre for RES/CHP support must conclude an Eco Group Compensation Agreement, which forms an integral part of the PAP.
- (3) The buyer may transfer the Eco Group to a third party only with the written consent from the Centre for RES/CHP support.
- (4) The buyer is also obliged to report closed contracts and operational forecasts, and to perform and bear the costs of the settlement of differences between the forecasted and realised production, including the quantitative and financial aspect of the imbalance settlement.
- (5) Buyers who fulfil the conditions stipulated in the PAP may participate in the auction.
- (6) The special status of the Eco Group is specified in the Eco Group Compensation Agreement, which forms an integral part of the PAP.

(7) The transfer shall be annulled if the buyer ceases to exist, or if the termination of the Balancing or the Eco Group Compensation Agreement could lead to the introduction of emergency supply. The buyer must immediately inform the Centre for RES/CHP support in writing about the occurrence of such circumstances. The transfer may also be annulled should the buyer fail to fulfil its obligations, as stipulated by the PAP. In such cases, the Centre for RES/CHP support may repeat the auction in accordance with the PAP and the PAN.

Article 29

(Reporting of closed contracts, operational forecasts and imbalance settlement at the transfer of the Eco Group)

- (1) Unless provided otherwise by the PAP, the reporting of closed contracts and operational forecasts, as well as imbalance settlement shall be governed by the provisions of these Rules and the Rules governing the operation of the organised electricity market.
- (2) A Balance Scheme Member, to whom the Eco Group has been transferred, shall report the operational forecast for production units included in the Eco Group.
- (3) A Balance Scheme Member shall report a closed contract between their own Balance Group or Subgroup and the Eco Group within the limits stipulated in the Eco Group Compensation Agreement. The volumes in each accounting interval must correspond to the volumes from the operational forecast.
- (4) The price in the closed contract shall be determined at auction and is stipulated in the Eco Group Compensation Agreement.
- (5) If the realised production of electricity exceeds the forecasted volumes, the Balance Responsible Party or Balance Subgroup Responsible Party shall pay the difference to the Centre for RES/CHP support.
- (6) If the realised production of electricity is smaller than the forecasted volumes, the Centre for RES/CHP support shall return the difference to the Balance Responsible Party or Balance Subgroup Responsible Party.
- (7) The Centre for RES/CHP support may stipulate in the PAP price limitations for the difference between the forecasted volumes and the realisation.
- (8) Notwithstanding previous paragraphs, the Centre for RES/CHP support may stipulate in the PAP that the realised volumes are charged according to the price determined at auction.

Article 30

(Calculation of realisation accounting data)

Unless provided otherwise by the special status of the Eco Group or by the PAP, the provisions of the Rules governing the operation of the organised electricity market shall apply for the calculation of realisation accounting data.

V. PLANNED PRODUCTION AND OTHER QUANTITIES

Article 31

(Planned monthly production volumes)

(1) The Participants are obliged to report the planned monthly production volumes for the next calendar year, as well as other data, required for the implementation of the Agreement as stipulated by the Agreement, to the Centre for RES/CHP support in the form of an Annex to the Agreement by the end of September at the latest. When the first Decision on the provision of support for a particular production unit is issued, the Participants in the process of concluding an Agreement shall report the volumes by the end of the calendar year. If the decision is issued in July or later, the Participants shall also report the volumes for the next calendar year, which can be amended or changed by the end of September.

(2) In accordance with the Energy Act and regulations issued on its basis, the following shall be considered in the planning of monthly production volumes:

- Absolute quantity limitations for certain types of units;
- The Centre for RES/CHP support's obligations with regard to the payment of volumes exceeding the planned volumes;
- Implications of discrepancies between the realised and the planned volumes.

(3) The permitted discrepancy between the planned and realised electricity volumes shall amount to +/- 15 percent per year.

(4) The permitted discrepancy from the third paragraph shall not be limited for production units with rated power below 50 kW ("micro units"), provided the Participant has reported the planned production volumes. The limited permitted discrepancy shall be applied should the Participant fail to report the planned production volumes in accordance with the Agreement and the Rules, namely, with regard to the last correctly reported planned volume. If no volumes are reported, they shall be determined by the Centre for RES/CHP support.

(5) The Centre for RES/CHP support may determine a higher or lower permitted discrepancy with a decision, with regard to production units' type, rated power class and technology. The Centre for RES/CHP support shall publish its decision on its website.

(6) If the production unit exceeds the planned volume, including the permitted discrepancy, the Centre for RES/CHP support may, if it believes that it does not possess sufficient financial funds, reject the payment of the operating support or pay only the price at which it sells electricity from its Balance Group at the guaranteed purchase. If this price is not known at the time of the accounting, the valid yearly reference market electricity price, published by the Energy Agency, multiplied by a factor of 0.9 shall apply, unless the Centre for RES/CHP support has determined a different accounting price by a decision published on its website. The volumes must be covered by guarantees of origin.

(7) Operating support shall not be paid for electricity for which the Participant has failed to obtain guarantees of origin; in the case of guaranteed purchase, the price at which the Centre for RES/CHP support sells electricity from its Balance Group, reduced by the Centre for RES/CHP support's expenses for the settlement of differences between the forecasted and realised production and expenses related to the sale of electricity shall apply. If this price is not known at the time of the accounting, the valid yearly reference market electricity price, published by the Energy Agency, multiplied by a factor of 0.8 shall apply, unless the Centre for RES/CHP support has determined a different accounting price by a decision published on its website.

(8) The Centre for RES/CHP support shall confirm the assessment on insufficient financial funds for the provision of support above the permitted discrepancy with a decision published on its website. From the date stipulated in the decision to the end of the calendar year, the Centre for RES/CHP support shall only provide support within the planned yearly volumes, including permitted discrepancies. The decision shall apply to all production units included in the support system. In accordance with the decision:

- Units that have already exhausted the foregoing quantitative quota by the date on which the decision enters into force shall not be provided operating support, or only the price stipulated in the sixth paragraph of this Article shall be paid with regard to the guaranteed purchase; and
- The support shall be provided to units that have not already exhausted the foregoing quantitative quota until that quota has been exhausted.

(9) Should several Balance Groups or Subgroups of the Centre for RES/CHP support be established, the Centre for RES/CHP support may, when determining the prices from the sixth and the seventh paragraph of this Article, consider the average values.

(10) Should the production unit fail to achieve the planned volumes, including the permitted discrepancy, the Centre for RES/CHP support may stipulate that the actual realised quantities from the previous period shall be considered as the highest possible planned quantities for the next period, unless this is a consequence of unforeseen events, such as failures, defects, unfavourable weather conditions and others.

(11) If the Participants fail to report the planned monthly volumes or fail to do so in due time, the same values as for the current year shall apply for the next calendar year. The values shall be determined by the Centre for RES/CHP support. If the past values are not available, the values shall be determined by the Centre for RES/CHP support.

(12) The Participants may also request that the Centre for RES/CHP support determine the new planned production volumes for the rest of the current year or for the next calendar year during the year of the production. The Centre for RES/CHP support may reject the request if it believes the available funds would be exceeded by determining new volumes, or if the change in planned volumes could affect the sale of electricity by the Centre for RES/CHP support. The request must be submitted in writing to the Centre for RES/CHP support by the fifth day of the month at the latest for volumes from the next month and the rest of the year or the next calendar year.

(13) Should the Centre for RES/CHP support determine that the realised production has deviated from the planned production, it may request that the Participant determine new volumes.

Article 32

(Reporting of planned volumes)

(1) The Participants are also obliged to report other planned volumes, if so provided by the Agreement or the Energy Act or regulations issued on its basis.

(2) If the Participants fail to report the volumes in due time, they shall be determined by the Centre for RES/CHP support.

VI. GUARANTEES OF ORIGIN

Article 33 (Guarantees of origin)

- (1) Guarantees of origin shall constitute a condition for receiving support and other payments on the basis of applicable Agreements.
- (2) The Participants must arrange with the issuer of guarantees of origin the issue of guarantees of origin for the full extent to which they are entitled, and the transfer of all guarantees of origin to the Centre for RES/CHP support, whether or not they are issued for gross or net produced electricity for the period in which they receive support or sell electricity through the Centre for RES/CHP support, regardless of the type of support.
- (3) The Centre for RES/CHP support shall accept guarantees of origin for the full extent.
- (4) For the purposes of establishing the guarantees of origin coverage in the receipt of support and other payments, only the share of guarantees of origin that corresponds to the volume of net produced electricity shall apply.
- (5) If the number of guarantees of origin transferred to the Centre for RES/CHP support does not correspond to the amount of the paid support, the Participant who:
 - Is receiving operating support must return the exceeded received support;
 - Is included in the guaranteed purchase scheme must return the difference between the price of guaranteed purchase stipulated in the Agreement and the price at which the Centre for RES/CHP support sells electricity from its Balance Group, reduced by the Centre for RES/CHP support's expenses for the settlement of differences between the forecasted and realised production and expenses related to the sale of electricity. If this price is not known at the time of the accounting, the valid yearly reference market electricity price, published by the Energy Agency, multiplied by a factor of 0.8 shall apply, unless the Centre for RES/CHP support has determined a different accounting price by a decision published on its website.
- (6) The Centre for RES/CHP support may stipulate, in agreement with the issuer of guarantees of origin, that the procedures for issuing, transferring or redeeming of guarantees of origin shall be performed automatically.
- (7) The issue of guarantees of origin and their transfer to the Centre for RES/CHP support must be undertaken at least on a yearly basis.
- (8) The Centre for RES/CHP support shall publish more detailed procedures for the management of guarantees of origin on its website.

VII. SUBMISSION OF DATA AND NOTIFICATION

Article 34 (Submission of data)

- (1) Participants, the Energy Agency, System Operators to whose network the Participants' production units are connected, and other persons who collect relevant data for the Centre for RES/CHP support in accordance with the Energy Act and regulations issued on its basis, shall submit to the Centre for RES/CHP support all data required for the unimpeded execution of its tasks.
- (2) The Centre for RES/CHP support shall issue a special request for the submission of data in writing, by e-mail or through TISOT.

(3) The Centre for RES/CHP support may publish detailed procedures for the submission of data on its website.

(4) The Centre for RES/CHP support may publish data on its website.

(5) The Centre for RES/CHP support may forward the data to third parties in non-aggregate form within the implementation of its tasks, without providing reimbursement to potential right holders. The forwarded data may be used by third parties only for the purposes for which the data had been forwarded. The recipient of the data is neither permitted to communicate it forward, store it in any form nor process it without the written consent of the Centre for RES/CHP support. The forwarded data shall be deemed as a trade secret. When the purpose of the forwarded data has been achieved, the recipient must immediately and permanently erase the data.

Article 35

(The submission of data by System Operators)

(1) The System Operators shall submit at least the following data to the Centre of support:

- Data on the metering point and the measuring method;
- Measuring and accounting data;
- Data on planned connections for units waiting to be connected or re-connected to the network;
- Data on the disconnection of production units from the network, data on the planned disconnections, repairs and other types of discontinuation of regular production, as well as data on the power failures of the production units for the purposes of verifying the data submitted by the Participants;
- Data with regard to the number and sum of the accounting power of delivery points, in accordance with the classification, relevant to the calculation of contributions collected by the Centre for RES/CHP support.

(2) For planning purposes, the System Operators shall, at least quarterly, submit to the Energy Agency and the Centre for RES/CHP support aggregated data on the received applications for connection and disconnection, the issued consents for connection, and data on the changes regarding the connection of production units that are under the responsibility of the System Operator.

Article 36

(Submission of data by the Energy Agency)

(1) The Energy Agency shall submit at least the following data to the Centre for RES/CHP support:

- Data on the received applications for the issue of decisions and declaration, as well as the status of such applications;
- Data on the annulment of decisions and declarations;
- Data on applications and issues of guarantees of origin;
- Data on the procedures for the change of information relevant to the payments made by the Centre for RES/CHP support which shall, inter alia, include market price assessments and other information relevant to price changes in the guaranteed purchase and operating support;
- Data on compliance with the requirements stipulated in the Decision (for example: achievement of the number of operational hours, prescribed utilisation rate);

- Control data for payments (within the reporting period: Provisional quantity of electricity entitled to guarantees of origin, provisional quantity of electricity entitled to support, quantity of electricity delivered to the System Operator's network; at the end of the reporting period: Quantity of electricity entitled to guarantees of origin, quantity of electricity entitled to support, quantity of electricity delivered to the System Operator's network).
- (2) The data forwarded by the Energy Agency shall be deemed the relevant data for the purposes of accounting of support.
- (3) Exceptionally, the data of the System Operators may be considered for the Participants in the guaranteed purchase system if it has been established, within the implementation of the imbalance settlement or on the basis of data submitted by the System Operators, that the data forwarded by the Energy Agency exceeds the data confirmed by the System Operators.
- (4) The Centre for RES/CHP support shall have the right to view the Registry of the production unit declarations.
- (5) The Energy Agency shall submit the data from the first, second, fifth and sixth indent of the first paragraph of this Article to the Centre for RES/CHP support as soon as it is available.
- (6) When submitting the Decision to the Centre for RES/CHP support, the Energy Agency shall also submit data required for the conclusion of the Agreement on the provision of support, provided such data is not explicitly listed in the Decision.
- (7) The Energy Agency shall coordinate in advance the procedures stipulated in the fourth indent of the first paragraph of this Article with the Centre for RES/CHP support.

Article 37

(Submission of data by Participants)

- (1) Participants are obliged to submit at least the following data to the Centre for RES/CHP support:
- Data on the planned production;
 - Data on the actual production;
 - Data on own use and own consumption;
 - Data on planned disconnections, repairs and other types of discontinuation of regular production;
 - Data on power failures;
 - Data on the supplier, i.e. the entity who purchases the electricity, if this is not the Centre for RES/CHP support;
 - All data or changes that affect or could affect the validity of the declaration, Decision or Agreement;
 - Data on organisational and fiscal status that affect the payment of support (for example: changes regarding the status of a person taxable for value added tax, method of establishing the tax basis).
- (2) In accordance with the Energy Act and regulations issued on its basis, the Participants are obliged to install appropriate measuring devices that enable the collection and submission of data required for measuring and calculating gross produced electricity, net produced electricity and produced electricity delivered in the public network.
- (3) In the event of a manual reading of the data on the actual monthly production, the Participant is obliged to perform the reading by the fifth day of the month, unless a shorter deadline is stipulated in the Energy Agency Acts.

(4) The Participants are obliged to submit relevant data and cooperate with the Centre for RES/CHP support in order to minimise the differences between the forecasted and realised production.

Article 38

(Submission of data by the Ministry responsible for energy)

The Ministry responsible for energy shall submit aggregated data on the received applications and issued energy permits to the Energy Agency and the Centre for RES/CHP support for planning purposes.

VIII. OLD PRODUCTION UNITS

Article 39

(Sale of electricity of old production units through the Centre for RES/CHP support)

(1) The provisions of these Rules that apply to Participants of the guaranteed purchase system shall apply mutatis mutandis for old production units, unless expressly provided otherwise in the Rules or the SE-CP Agreement.

(2) Old production units shall have the right to the sale of electricity through the Centre for RES/CHP support on the basis of concluding a standardised SE-CP Agreement. The Centre for RES/CHP support shall publish the sample of the SE-CP Agreement on its website.

(3) Old production units shall be included in the Eco Group.

(4) Old production units are obliged to ensure, independently and at their own expense, prior to concluding the SE-CP Agreement, that upon joining the Centre for RES/CHP support, the open contract that determined their affiliation in the Balance Scheme (market agreement for the sale of electricity) is terminated. Any costs arising from untimely terminations of contracts shall be borne solely by the production units.

(5) Should the Centre for RES/CHP support terminate the SE-CP Agreement due to a violation of regulations, especially the Rules governing the operation of the organised electricity market and the SE-CP Agreement, it may reject the request by the old production unit to renew the Agreement.

(6) Old production units are obliged to issue or request the issue of guarantees of origin for the full extent of the electricity production for which the guarantees of origin are issued, and transfer or allow the transfer of all guarantees of origin to the Centre for RES/CHP support.

(7) The Centre for RES/CHP support shall purchase the electricity at the price at which it sells it, reduced by the Centre for RES/CHP support's expenses for the settlement of differences between the forecasted and realised production and expenses related to the sale of electricity. Should several Balance Groups or Subgroups of the Centre for RES/CHP support be established, the Centre for RES/CHP support may consider the average values when determining the price.

(8) If the price at which the Centre for RES/CHP support sells the electricity from its Balance Group or other data are not known at the time of the accounting, the valid yearly reference market electricity price, published by the Energy Agency, multiplied by a factor stipulated in the SE-CP Agreement shall apply.

(9) Expenses borne by old production units shall be in proportion to the quantity of the purchased electricity and production type.

(10) The method for apportionment of expenses shall be determined in the SE-CP Agreement, whereby the ratio between net electricity produced and electricity transferred to the Centre for RES/CHP support may also be taken into account.

(11) If the status of the Support Scheme Participant is terminated and they acquire the status of an old production unit after submitting an application to the Centre for RES/CHP support, they shall be included in the Eco Group, led by the Centre for RES/CHP support, when the transfer takes effect in case of a different previous balancing affiliation. Should the Participant wish to obtain the status of an old production unit after the termination of their status, an application must be submitted to the Centre for RES/CHP support by the end of September of the current calendar year, if the Support Scheme Participant status is terminated in the following calendar year. In the event the application is submitted at a later date, the Centre for RES/CHP support does not guarantee an automatic transition. In this case, all potential costs, including the costs of change in balancing affiliation, shall be borne by the old production unit.

(12) The Centre for RES/CHP support shall manage data on old production units separately.

IX. ACCOUNTING AND FINANCIAL SETTLEMENT

Article 40

(Accounting and financial settlement)

(1) The Centre for RES/CHP support shall undertake the accounting of support and financial settlement of payments made by the Centre for RES/CHP support.

(2) The Centre for RES/CHP support shall open a special transaction account through which all payments are made by the Centre for RES/CHP support.

(3) Clearing and financial settlement shall be implemented on a monthly basis.

(4) The Centre for RES/CHP support may offer the Participant the option of three-month accounting. If the aforementioned option is available, the Participant may change the accounting method only once a year.

(5) The financial settlement shall be performed on the next working day should the payment deadline fall on a non-working day.

(6) The Centre for RES/CHP support may determine the form and content of the invoice issued for support.

(7) The Centre for RES/CHP support may decide in writing that the procedures for issuing invoices, credit notes and debit notes are undertaken automatically by the Centre for RES/CHP support.

(8) All Participants shall be bound by the order from the previous paragraph; on its basis, the Participants are obliged to sign an agreement with the Centre for RES/CHP support on the invoicing method on behalf of the Participant's and for his account, in accordance with the law governing the value added tax. In such cases, the Centre for RES/CHP support shall issue invoices, credit notes and debit notes on behalf of the Participant and for his account. Such an agreement does not relieve the Participant of their obligation to submit data. The prescribed conditions for payment shall also remain in force. Violations of this paragraph shall be deemed a serious violation of the Rules.

(9) The Centre for RES/CHP support may publish detailed procedures for accounting and financial settlement on its website.

Article 41

(Accounting of support and other payments to the Participants)

- (1) Accounting of support shall be performed on the basis of the Agreement and the payment on the basis of an invoice issued by the Participant to the Centre for RES/CHP support.
- (2) Payments and invoices must correspond to the transferred guarantees of origin at least on a yearly basis, in accordance with these Rules.
- (3) The relevant volume for accounting of support is the volume reported to the Centre for RES/CHP support by the Energy Agency.
- (4) For Participants in the guaranteed purchase system, the relevant volume for accounting of support shall be the net electricity produced that is delivered to the public network at the delivery point stipulated in the Agreement, as is reported by the Energy Agency. Exceptionally, the data of the System Operators may be considered if it has been established, within the implementation of the imbalance settlement or on the basis of data submitted by the System Operators, that the data forwarded by the Energy Agency exceeds the data confirmed by the System Operators.

Article 42

(Invoicing conditions)

- (1) Conditions for invoicing and payment for the relevant month or accounting period shall be:
 - Known provisional electricity volume, entitled to guarantees of origin; and
 - Known provisional electricity volume, entitled to receiving support.
- (2) The provisional electricity volume entitled to guarantees of origin, and the provisional electricity volume entitled to receiving support, shall be communicated to the Participant and the Centre for RES/CHP support by the Energy Agency.
- (3) On the basis of provisional electricity volume entitled to receiving support, the Participant shall issue an invoice to the Centre for RES/CHP support, which shall include all requested data and stipulate a payment deadline within thirty days from the invoice date.

Article 43

(Mandatory components of the invoice)

- (1) Beside data stipulated by the law governing the value added tax, the invoice or the Annex to the invoice must also include the following data:
 - Data deemed a condition for payment;
 - Price or operating support stipulated by the Agreement or by the last Annex to the Agreement;
 - Relevant volume multiplied by the price or the operating support;
 - Name and address of the production unit;
 - System Operator to whose network the production unit is connected;
 - Other data, if so provided in the invoice form issued by the Centre for RES/CHP support.
- (2) If the Participant is entitled to support for several production units, they may issue one invoice for all production units, whereby the data from the previous paragraph must be evident in the invoice for each production unit separately.
- (3) Any volume exceeding the planned production and increased by the tolerance margin must be included in the invoice separately for Participants receiving operating support.

(4) Any volume exceeding the planned production and increased by the tolerance margin must be included in the invoice separately for Participants of the guaranteed purchase system. Any volume not covered by the guarantees of origin must also be included separately. Volumes not covered by the guarantees of origin and volumes exceeding the planned production, increased by the tolerance margin, must be calculated in accordance with the Rules and the Agreement.

(5) Value added tax must be calculated and included in the invoice in accordance with the regulations in force.

Article 44 (Rejection of the invoice)

(1) The Centre for RES/CHP support may reject the invoice if:

- It is not issued in accordance with the law governing the value added tax;
- It does not contain all requested data;
- The volumes or prices or support amounts do not correspond to the data reported to the Centre for RES/CHP support by the Energy Agency or System Operators;
- The volumes of the calculated electricity production do not correspond to the rated power of the unit stipulated in the declaration, Decision or Agreement;
- Volumes not covered by the guarantees of origin and volumes exceeding the planned production, increased by the tolerance margin, are not recorded separately and calculated in accordance with the Agreement;
- The Centre for RES/CHP support receives the invoice later than on the twentieth day of the month for the previous accounting period;
- The invoice is not issued in the prescribed form if one is prescribed.

(2) If the Participant fails to issue its invoices monthly (the Centre for RES/CHP support receives the invoice by the twentieth day of the month for the previous month) or every three months (Centre for RES/CHP support receives the invoice by the twentieth day of the month for the previous three-month period) as agreed between the Participant and the Centre for RES/CHP support in writing, the Centre for RES/CHP support is not obliged to settle them.

(3) If the Centre for RES/CHP support rejects the invoice, the Participant must issue the Centre of support a new invoice with a new payment deadline.

(4) If the Centre for RES/CHP support cannot verify the volumes or other data on the invoice due to unavailability of data, it may request that the Participant make the necessary adjustments on the invoice for the next accounting period. If the adjustments are not included in the invoice for the next accounting period, the Centre for RES/CHP support may reject the invoice.

(5) If the invoice is rejected due to late receipt, the Centre for RES/CHP support may carry out the payment within the recalculation.

Article 45 (Recalculation of support)

(1) The Centre for RES/CHP support may carry out recalculation once or several times a year for the previous calendar year or a shorter accounting period. Recalculation shall be carried out on the basis of final volumes of electricity entitled to the guarantees of origin, and volumes of electricity entitled to support that are reported to the Centre for RES/CHP support by the Energy Agency and on the basis of data by the System Operators.

(2) If it is shown by the recalculation of payments on the basis of the estimated values that the Participant received an overpayment or an underpayment on the basis of the issued invoices, the Participant is obliged to issue a credit note or a debit note on the basis of the notification by the Centre for RES/CHP support in the amount and within the deadline determined by the Centre for RES/CHP support. The credit note and debit note shall be issued with a payment deadline of thirty days from its date.

(3) If the Centre for RES/CHP support carries out payments on the basis of provisional values, the recalculation shall not be deemed as late payment and the Centre for RES/CHP support shall not be obliged to pay the statutory interest for late payment.

(4) When it is established through recalculation that the Centre for RES/CHP support carried out an overpayment, the Participant is obliged to return the excess amount. If so provided under the Agreement, these Rules or regulations in force, the Participant is obliged to pay statutory interest for late payment for the overpayment of the support.

Article 46

(Payments paid to the Centre for RES/CHP support for the electricity sold)

(1) The Centre for RES/CHP support shall issue invoices for the electricity sold in accordance with the provisions of the PAP and the PAN.

(2) The invoicing method shall be stipulated in the PAP and the PAN. Unless provided otherwise, the recalculation and invoicing shall be carried out on a monthly basis.

(3) The Centre for RES/CHP support shall not operate as a supplier for end users; therefore, it shall be deemed that the electricity sold by the Centre for RES/CHP support is intended for resale.

(4) The Centre for RES/CHP support shall carry out a recalculation when required, however, at least once a year.

(5) Financial guarantees which must be submitted by the buyers as security for the payments may be stipulated by the PAP and the PAN. Guarantees for the seriousness of the bid and reimbursements for the submission of data, on which the cooperation at auction is based, may also be provided.

(6) Invoices for the balance settlement shall be issued in accordance with these Rules and the Rules governing the operation of the organised electricity market.

X. TRANSITIONAL AND FINAL PROVISIONS

Article 47

(Transition to new support system)

(1) These Rules shall apply mutatis mutandis for Participants who joined the Centre for RES/CHP support on the basis of Article 42 of the Act amending the Energy Act (Official Gazette of the RS, no. 70/08) and Article 52 of the Decree on the method for the implementation of public service obligation relating to the organisation of the electricity market (Official Gazette of the RS, No. 8/09) and are entitled to receive support on the basis of the Decision by the Centre for RES/CHP support until 31st December 2011 at the latest.

(2) For Participants to which the Centre for RES/CHP support cannot start providing support upon the transition to the new support system established by the Act amending the Energy Act (Official Gazette of the RS, No. 70/08) because they have concluded an open market contract that has not been terminated, the time from the date when the Centre for RES/CHP support could start providing support, in accordance with the Decision on the provision of support according to new arrangements, to the date when the Centre for RES/CHP support starts the provision of support shall be included in the duration of the support.

Article 48
(Implementation of the Rules)

These Rules shall enter into effect the day following their publication in the Official Gazette of the Republic of Slovenia.

No. 2009/SORR/CP-Pr/30092009
Done at Ljubljana, 30th September 2009
EVA 2009-2111-0235

Damjan Stanek M.Sc.
Acting General Manager

On 22nd October 2009 the Government of the Republic of Slovenia gave its consent to these Rules with Decision 00731-7/2009.

ANNEX I: SAMPLE OF "GP-RES" AGREEMENT

_____ *[Support recipient's name]*

_____ *[Support recipient's address]*

Registration number:

Tax number:

Transaction account:

Represented by: _____

(Hereinafter referred to as: the Recipient)

And

Borzen, Power Market Operator d.o.o,

Dunajska 128a, 1000 Ljubljana,

Registration number: 1613383

VAT ID: SI 27799468

Represented by: _____

(Hereinafter referred to as: Centre for RES/CHP support),

shall conclude

**AGREEMENT ON THE PROVISION OF SUPPORT
AS A GUARANTEED PURCHASE OF ELECTRICITY
PRODUCED FROM RENEWABLE ENERGY SOURCES (GP-RES)
IN PRODUCTION UNIT _____ *[name, address of the
production unit, power]*
No. _____ *[Agreement number]***

I. INTRODUCTORY PROVISION

Article 1

On the basis of the Recipient's business interest and obligations of the Centre for RES/CHP support from Article 64n and the first paragraph of Article 64p of the Energy Act (Official Gazette of the RS, No. 27/07 - officially consolidated text and 70/08), the Decree on support for electricity generated from renewable energy sources (Official Gazette of the RS, No. 37/09, 53/09, 68/09 and 76/09); hereinafter: Decree) and the Decision on the provision of support by the Energy Agency of the Republic of Slovenia (hereinafter: the Energy Agency); No. _____ dated _____, the contracting parties shall conclude this Agreement which shall govern all mutual relations regarding the Recipient's participation in the Support Scheme.

The contracting parties agree that the support shall be provided as a guaranteed purchase of electricity produced from renewable energy sources in production unit _____ *[Name of production unit, address, power]* (hereinafter: production unit), for which the Recipient shall obtain guarantees of origin on the basis of production in the production unit.

The contracting parties also note:

- That a Decision on the provision of support by the Energy Agency No. _____ dated _____ has been issued to the Recipient, which became final on _____.

The Recipient states:

- That they have concluded a Connection Agreement and a Network Access Agreement with the System Operator or have the right to regular operation _____ *[of the distribution / transmission]* network _____ *[name of the Operator]* (hereinafter: the System Operator);
- That the Agreement on the supply of electricity (“market agreement for the sale of electricity”) ceases to be valid on _____ *[date or “not relevant” when no such agreement has been concluded]* or no such open agreement has been concluded;
- That they have submitted an authorisation by the owner or other co-owners or joint owners in the procedure for obtaining the Decision on the provision of support to the

Energy Agency in respect of submitting the application for the Decision on the provision of support and, consequently, concluding this Agreement for the production unit as a whole, if they are not the sole owner of the production unit.

The Recipient shall be awarded the Support Scheme Participant status upon concluding this Agreement, and the provision of support shall start in accordance with the regulations governing the change of the supplier on _____ *[date of the start of the provision of support; set by the Centre for RES/CHP support]*. If the Recipient did not have a market agreement for the sale of electricity, the Centre for RES/CHP support could have started providing support on _____ *[date when the provision of support could have started if the Participant did not have a market agreement; if no agreement has been concluded, the date is the same as the date of the start of the provision of support; set by the Centre for RES/CHP support]*.

The support shall be provided by _____ *[duration of support stipulated in the Decision; if the Recipient receives support in the period between the date when the provision of support could have started and the date when the provision of support starts, this period shall be included in the duration of support]*.

II. SUBJECT OF THE AGREEMENT

Article 2

Guaranteed purchase of electricity

With this Agreement, the contracting parties agree that the Recipient shall deliver and sell the net electricity produced in the production unit for which the Recipient received guarantees of origin on the basis of the production unit's operation to the System Operator's public network, and the Centre for RES/CHP support shall receive and buy this electricity in the System Operator's public network.

The Centre for RES/CHP support is obliged to only purchase the volume of the produced electricity planned at the start of the year and the unplanned volume within the permitted discrepancies determined in the applicable Rules on the operation of the Centre for RES/CHP support (hereinafter: the Rules).

The Centre for RES/CHP support is obliged to also purchase the volume of net produced electricity that exceeds the sum of volumes from the previous paragraph, provided the Recipient received guarantees of origin for it. Should the Centre for RES/CHP support determine that it does not possess sufficient financial funds to subsidise produced electricity that exceeds the sum of volumes from the previous paragraph, it is obliged to pay the Recipient the price for it, at which the Centre for RES/CHP support as the Balance Responsible Party or a Balance Subgroup Responsible Party (hereinafter: Eco Group) sells the electricity from the Eco Group on the organised electricity market. The price used for the accounting of electricity from this paragraph shall be set by the Centre for RES/CHP support.

If the electricity is not covered by the guarantees of origin, the price at which the Centre for RES/CHP support sells the electricity from the Eco Group, reduced by the Centre for RES/CHP support's expenses for the settlement of differences between the forecasted and realised production and expenses related to the sale of electricity, shall apply. The price used for the accounting of electricity from this paragraph shall be set by the Centre for RES/CHP support.

The Support Recipient undertakes to deliver the net produced electricity to the public electricity network and to deliver and sell it exclusively to the Centre for RES/CHP support.

The net produced electricity shall be delivered to the public electricity network at the metering point or points stipulated in Article 5 of this Agreement.

With this Agreement the Recipient irrevocably agrees that all guarantees of origin that they received for electricity produced at the production unit's generator terminal (gross electricity produced) or for net produced electricity, if the guarantees of origin for the unit from this Agreement are issued for net produced electricity, are transferred by the issuer of the guarantees of origin to the Centre for RES/CHP support. The issue of guarantees of origin and their transfer to the Centre for RES/CHP support must be undertaken at least on a yearly basis.

Article 3

Electricity volume

The planned net electricity volume from the start of the provision of support, stipulated in Article 1 of this Agreement, to the end of the current calendar year in calendar months, for which the Recipient shall receive guarantees of origin and shall deliver it to the Centre for RES/CHP support, is set in Annex I, which forms an integral part of this Agreement.

The planned volume shall be determined in the Annex to this Agreement for each following year of the provision of support.

The support Recipient is obliged to report the planned volumes from Annex I for the next calendar year to the Centre for RES/CHP support by the end of September of the current year at the latest. Should the Recipient fail to report the planned volumes in due time, they shall be determined by the Centre for RES/CHP support. Should the Recipient exceed or not reach the planned volumes, including the permitted discrepancies, the planned volumes for the next period shall be determined or amended in accordance with the Rules.

Article 4

Price level in the guaranteed purchase

The price level in the guaranteed purchase for the planned net produced electricity is determined on the basis of the Decision on the provision of support and shall amount to

_____ €/kWh [*price of guaranteed purchase in €/kWh, rounded to 5 decimal places*].

The price shall be amended in accordance with regulations in force by concluding an Annex to this Agreement. The Annex shall be formulated by the Centre for RES/CHP support. Should the Centre for RES/CHP support not receive the new planned volumes by the date stipulated in the last paragraph of Article 3 of this Agreement, the Centre for RES/CHP support shall determine the new volumes in accordance with the Rules. The Recipient is obliged to sign and return the Annex to the Centre for RES/CHP support within one (1) month at the latest. Should the Participant fail to conclude the prepared Annex and send it back to the Centre for RES/CHP support within five (5) working days despite the repeated written request to do so, this Agreement shall be terminated. In the Annex, the Centre for RES/CHP support shall also stipulate the start of the provision of support.

If the volumes exceed the planned volumes, including permitted discrepancies, or the electricity is not covered with the guarantees of origin, the provisions of the third or fourth paragraph of Article 2 of this Agreement shall apply instead of the price from this Article.

III. ACCOUNTING

Article 5

Metering point and measurements

The Recipient shall measure and register the volumes of electricity under this Agreement at metering points stipulated by the Decision on the provision of support, and report this data to the Energy Agency and the Centre for RES/CHP support in accordance with the Rules and the Energy Agency Acts.

The Recipient of support shall keep the registered measurement data of the produced and delivered electricity at the metering points from the previous paragraph, and all data and registered measurements from production unit declarations on the basis of which the quantity of the received guarantees of origin for electricity has been determined, for at least three (3) years.

The metering point or points, relevant for accounting under this Agreement, stated in the Decision on the provision of support, are:

_____ *[MP identification reference or references]*

Accounting of support shall be performed on the basis of data sent to the Recipient and the Centre for RES/CHP support by the Energy Agency.

The contracting parties agree that, in addition to the Recipient, the System Operator or the person, authorised by the System Operator, may also perform the measurements.

IV. INVOICING AND PAYMENT TERMS

Article 6

The support shall be invoiced and paid in Euros. The price from Article 4 of this Agreement does not include value added tax. Value added tax shall be invoiced in accordance with the law.

The contracting parties agree to perform accounting and invoicing on a monthly basis, unless otherwise provided by the Rules and agreed upon in writing by the Recipient and the Centre for RES/CHP support. The final accounting shall be implemented on the basis of the final data submitted by the Energy Agency. If the Recipient fails to issue its invoices monthly (the Centre for RES/CHP support receives the invoice by the twentieth day of the month for the previous month) or every three months (the Centre for RES/CHP support receives the invoice by the twentieth day of the month for the previous three-month period) as agreed between the Recipient and the Centre for RES/CHP support in writing, the Centre for RES/CHP support is not obliged to settle them.

Should the Centre for RES/CHP support establish within the implementation of the imbalance settlement or on the basis of data submitted by the System Operators, that the data submitted by the Energy Agency exceeds the data confirmed by the System Operators, the data of the System Operators may be considered.

The invoicing method, mandatory information to be stated on the invoice and the invoice form are defined in detail in the Rules.

The Centre for RES/CHP support is obliged to pay out the support to the Recipient within thirty (30) days following the issue of an uncontested invoice. Should the Centre for RES/CHP support reject the invoice in accordance with the Rules, the payment deadline shall start running on the date of the new invoice.

In case of late payment, the Recipient may charge the Centre for RES/CHP support statutory interest for late payment from the invoice's due date to the date of payment.

The support Recipient must ensure that the planned quantity of guarantees of origin corresponds to the quantity of guarantees of origin for the reporting period, and that the provisional electricity volume corresponds to the volume in the final accounting. They must also issue invoices that correspond to the provisional electricity volume, entitled to support, and to the planned quantity of the guarantees of origin, reported to the Recipient and the Centre for RES/CHP support by the Energy Agency.

Should the Recipient receive too much or not enough funds, they are obliged to issue a credit note or a debit note on the basis of the notification by the Centre for RES/CHP support in the amount and within the deadline determined by the Centre for RES/CHP support. The credit note and debit note shall be issued with a payment deadline of 30 days from its date. The recalculation shall not be deemed as late payment and the Centre for RES/CHP support shall not be obliged to pay the statutory interest for late payment. When it is established through recalculation that the Centre for RES/CHP support carried out an overpayment, the Recipient is obliged to return the excess amount. If so provided under regulations in force, the Recipient is obliged to pay statutory interest for late payment for the overpayment of the support.

Should the Recipient directly or indirectly mislead the Centre for RES/CHP support or the Energy Agency by reporting false or inaccurate data and receive funds to which they are not entitled, such funds must immediately be returned to the Centre for RES/CHP support together with statutory interest for late payment, and this Agreement shall be terminated. Following such an event, the Recipient in question cannot re-obtain the Support Scheme Participant status.

The Centre for RES/CHP support may temporarily stop payments or reject invoices in accordance with the Energy Act and regulations issued on its basis.

Despite the temporary cessation of payment the Centre for RES/CHP support shall continue to receive electricity and settle the differences between the forecasted and realised production.

V. NETWORK ACCESS AND BALANCING AFFILIATION

Article 7

Network access

The Recipient undertakes to inform immediately the Energy Agency and the Centre for RES/CHP support of any changes on the metering points from the Decision on the provision of support or the production unit declaration.

The Recipient expressly declares that consents for connection have been issued, a Connection Agreement and a Network Access Agreement have been concluded for points stipulated in the production unit declaration, the Decision on the provision of support and in this Agreement.

Article 8

Balancing affiliation

The metering point or points (delivery points) subject to this Agreement shall be included in the Eco Group upon the start of the provision of support stipulated in the penultimate paragraph of Article 1, and shall belong to the Centre for RES/CHP support's Eco Group for the entire duration of the provision of support.

The Recipient agrees that the Centre for RES/CHP support may at any time change, transfer or establish a new Balance Group or Subgroup to which it may transfer points from the preceding paragraph.

The Recipient expressly authorises the Centre for RES/CHP support to perform on their behalf and from their account all the necessary procedures for the inclusion of the Recipient's metering points in the Eco Group of the Centre for RES/CHP support. The Centre for RES/CHP support shall perform the change free of charge. The Recipient declares that they have no outstanding liabilities with the past supplier.

The balance responsibility of the Centre for RES/CHP support means, inter alia, that the Centre for RES/CHP support shall report the operational forecast and the settlement of differences between the forecasted and realised production for the Recipient's metering point.

The balancing affiliation to the Eco Group shall be terminated with the expiration of this Agreement. After the expiration of this Agreement, the Recipient is obliged to report the operational forecast and settle the differences between the forecasted and realised production, including the balancing affiliation, on their own behalf and at their own expense.

In accordance with the Rules governing the operation of the organised electricity market, this Agreement shall be deemed an open contract. For this point or points the Recipient is not permitted to conclude any other open contracts for the delivery of electricity to the network of the System Operator.

VI. OTHER PROVISIONS

Article 9

Force majeure

Under this Agreement unexpected natural phenomena, such as natural disasters (floods, earthquakes, fire etc.) and other phenomena that cannot be foreseen or avoided and cause damage on installations in the electricity system, shall be considered a force majeure event.

This also includes an unplanned production failure in the Recipient's production unit that is not the consequence of human negligence or irregular maintenance of the production unit.

If the contracting party cannot fulfil all or part of its obligations with regard to supply or receipt because of a force majeure event, it shall be deemed that it did not breach its contractual obligations. During the duration of the force majeure event, the dismissal of the supply or receipt obligations shall apply to the extent to which force majeure prevents their fulfilment.

The contracting party that refers to a force majeure event must inform the other contracting party within three (3) working days at the latest and also provide a legally unbinding evaluation of the extent and the expected duration of the consequences of the force majeure event, if it is possible to provide such an evaluation at that moment.

When the support Recipient's obligation regarding supply is dismissed because of force majeure circumstances, the obligation of the Centre for RES/CHP support regarding the receipt and payment for the same electricity shall also be dismissed at the same time and to the same extent. The opposite shall also apply: If the obligation of the Centre for RES/CHP support regarding the receipt and payment is dismissed because of force majeure circumstances, the Recipient's obligation regarding the supply of electricity and transfer of guarantees of origin shall be also dismissed.

Article 10

Limitation of liability

The contracting parties, including their managers, colleagues, contractors or subcontractors, shall not be liable to each other for the loss, expenses, expenditures or damage that could be caused under this Agreement or in connection with it, except for damage that is a consequence of intentional violation or fraud.

To avoid doubt the contracting parties are in agreement regarding the obligation to reduce damage and agree to strive to reduce the damage that could arise under this Agreement or in connection with it to their best endeavours.

The Centre for RES/CHP support shall not be responsible for any potential loss or damage incurred due to the performing of any doings or omissions that are regulated by the Rules, providing their actions were not intentional or a result of serious negligence.

The Centre for RES/CHP support is not in any case liable for any damage or loss arising from events that are the outcome of amendments to regulations in force or actions of competent authorities, and all other events that are not controlled by the Centre for RES/CHP support.

The Centre for RES/CHP support has the right to restrict, suspend, or halt the implementation of activities of the Centre for RES/CHP support in accordance with the law and the statutory regulations. In these cases, the Centre for RES/CHP support shall not be liable for damage or loss that might result from restricted, suspended, or halted transactions.

The Centre for RES/CHP support shall not be liable to any subject for damage, including all direct and indirect damage, loss of profit or delay due to the circumstances or events described in this article.

Article 11

Reporting

The Recipient undertakes to keep the Centre for RES/CHP support regularly informed of any changes in the electricity production from the production unit, especially of any unplanned power failures and planned suspension of operation.

The Recipient also undertakes to report to the Centre for RES/CHP support any changes regarding the organisational and fiscal status, as well as other data that could affect the validity of the production unit declaration, Decision on the provision of support, this Agreement or the payment of support.

The contracting parties shall inform one another using the contact details stipulated below and in accordance with the provisions of the Rules.

Contact information

- For the Recipient:

- Authorised person:

_____, Tel.: _____, Mobile: _____, E-mail:

- Technical questions:

_____, Tel.: _____, Mobile: _____, E-mail:

- Financial questions:

_____, Tel.: _____, Mobile: _____, E-mail:

- For the Centre for RES/CHP support: The Centre for RES/CHP support's telephone number is _____; more detailed contact information is published on the Centre for RES/CHP support's website.

Explanations given over the telephone or mobile phone shall be deemed informative and not legally binding; therefore, they must be confirmed by fax or mail.

The Recipient is obliged to immediately inform the Centre for RES/CHP support of any change of contact information.

Article 12

Rules on the operation of the Centre for RES/CHP support

The Recipient declares that they are aware of the content of the Rules and they accept them in total and without reservation, and that they shall comply with them and implement their applicable version for the entire duration of this Agreement. By signing this Agreement, the Recipient undertakes to adhere to detailed instructions for the implementation of the Rules, published by the Centre for RES/CHP support on its website.

The Recipient agrees that their data, together with the data on the received support, are used in reports on the received State aid submitted to the Ministry responsible for State aid, and on the Centre for RES/CHP support's website.

Article 13

Change of ownership

Should a change of ownership or management of the production unit occur that could affect the payment of the support, the Recipient is obliged to immediately inform the Centre for RES/CHP support in writing.

VII. FINAL PROVISIONS

Article 14

Validity and termination of the Agreement

This Agreement shall enter into force on the day it is signed by both contracting parties.

This Agreement shall cease to be valid upon the expiry of the validity period stipulated in Article 1 of this Agreement and based on the Decision on the provision of support.

The Agreement shall be terminated should the Energy Agency withdraw the production unit declaration or annul the Decision on the provision of support.

The Centre for RES/CHP support may terminate the Agreement if the Recipient fails to conclude an Annex to the Agreement, when this is required in accordance with this Agreement, the Rules or the Decree, within five (5) working days after receiving a written request to do so.

The Centre for RES/CHP support may also terminate the Agreement due to other reasons stipulated in the Decree, the Rules or in this Agreement.

In case this Agreement is inconsistent with the Decision on the provision of support, the Decision shall prevail.

The Recipient may seek annulment of this Agreement and a conclusion of a new Agreement for a different type of support on the basis of a new Decision on the provision of support in accordance with the Decree and the Rules.

In the event of a termination or a rescission of the Agreement in accordance with the Rules, the affiliation of the metering points (delivery points) from this Agreement to the Eco Group

of the Centre for RES/CHP support shall be terminated. The Centre for RES/CHP support shall cease to receive electricity.

Article 15

Change of regulations

The contracting parties agree that upon the change of regulations governing this contractual relationship, the Centre for RES/CHP support shall, if so required, prepare an Annex to the Agreement and submit it to the Recipient for signature.

Should the regulations governing the provision of support for electricity produced from renewable energy sources be changed on the basis of the European Union regulations or European Commission Acts and thereby the Decision on the provision of support is also changed, the contracting parties shall conclude an Annex to this Agreement in accordance with the amended Decision on the provision of support. The Annex shall be formulated by the Centre for RES/CHP support and submitted to the Recipient for signature.

Should the Recipient fail to conclude the prepared Annex within five (5) working days despite the repeated written request by the Centre for RES/CHP support to do so, the Centre for RES/CHP support shall terminate this Agreement.

Article 16

Enforcement of the Agreement and dispute settlement

The contracting parties undertake to make all efforts to ensure the enforcement of this Agreement and to act professionally.

The contracting parties shall resolve any eventual disputes in an amicable manner; in the event this is not possible, the parties agree that the eventual disputes shall be settled by a competent court in Ljubljana.

Article 17

Final provision

This Agreement is drawn up in three (3) copies, of which each contracting party and the Energy Agency shall receive one copy.

Done in Ljubljana, on _____

_____ *[Place]*, on

Centre for RES/CHP Support

Recipient

UNOFFICIAL TRANSLATION

ANNEX I - GP / RES

Planned volumes for the year _____

Recipient: _____; Agreement number:

Name of production unit: _____

| Electricity* | |
|---------------------|--|
| | Net electricity with the guarantees of origin that will be delivered to the CS in the public network (kWh) |
| Jan. | |
| Feb. | |
| Mar. | |
| Apr. | |
| May | |
| June | |
| Jul. | |
| Aug. | |
| Sep. | |
| Oct. | |
| Nov. | |
| Dec. | |
| TOTAL | |

* Only volumes from the start of the provision of support shall be considered.

| Wood biomass that can be used for electricity production receiving support, divided by source* | |
|---|---------------------------|
| Type** | Proportion in fuel (in %) |
| Wood biomass with certifications from Article 12 of the Decree | |
| Wood from forests and plantations | |
| By-products and residues from the wood processing industry | |
| End-of-life wood | |
| TOTAL | |

* To be filled out only for wood biomass production units entitled to allowances from Article 12 of the Decree on support for electricity generated from renewable energy sources (Official Gazette of the RS, No. 37/09, 53/09, 68/09 and 76/09).

** Description of the types of wood biomass is stipulated in Annex V to the Decree on support for electricity generated from renewable energy sources (Official Gazette of the RS, No. 37/09, 53/09, 68/09 and 76/09).

(Stamp and support recipient's signature)

ANNEX II: SAMPLE OF “GP-CHP” AGREEMENT

_____ *[Support recipient's name]*

_____ *[Support recipient's address]*

Registration number:

Tax number:

Transaction account:

Represented by: _____

(Hereinafter referred to as: the Recipient)

And

Borzen, Power Market Operator d.o.o,

Dunajska 128a, 1000 Ljubljana,

Registration number: 1613383

VAT ID: SI 27799468

Represented by: _____

(Hereinafter referred to as: Centre for RES/CHP support),

shall conclude

**AGREEMENT ON THE PROVISION OF SUPPORT
AS A GUARANTEED PURCHASE OF ELECTRICITY
PRODUCED IN HIGH-EFFICIENCY COGENERATION OF HEAT AND POWER (GP-
CHP)**

IN PRODUCTION UNIT _____ *[name, address of the
production unit, power]*

No. _____ *[Agreement number]*

I. INTRODUCTORY PROVISION

Article 1

On the basis of the Recipient's business interest and obligations of the Centre for RES/CHP support from Article 64n and the first paragraph of Article 64p of the Energy Act (Official Gazette of the RS, No. 27/07 - officially consolidated text and 70/08), the Decree on support for electricity produced in high-efficiency cogeneration of heat and power (Official Gazette of the RS, No. 37/09, 53/09, 68/09 and 76/09); hereinafter: the Decree) and the Decision on the provision of support by the Energy Agency of the Republic of Slovenia (hereinafter: the Energy Agency); No. _____ dated _____, the contracting parties shall conclude this Agreement which shall govern all mutual relations regarding the Recipient's participation in the Support Scheme.

The contracting parties agree that the support shall be provided as a guaranteed purchase of electricity produced in high-efficiency cogeneration of heat and power (hereinafter: cogeneration) in production unit

_____ *[Name of production unit, address, power]* (hereinafter: the production unit), for which the Recipient shall obtain guarantees of origin on the basis of production in the production unit.

The contracting parties also note:

- That a Decision on the provision of support by the Energy Agency No. _____ dated _____ has been issued to the Recipient, which became final on _____.

The Recipient states:

- That they have concluded a Connection Agreement and a Network Access Agreement with the System Operator or have the right to regular operation _____ *[of the distribution / transmission]* network _____ *[name of the Operator]* (hereinafter: the System Operator);
- That the Agreement on the supply of electricity (“market agreement for the sale of electricity”) ceases to be valid on _____ *[date or “not relevant” when no such agreement has been concluded]* or no such open agreement has been concluded;

- That they have submitted an authorisation by the owner or other co-owners or joint owners in the procedure for obtaining the Decision on the provision of support to the Energy Agency in respect of submitting the application for the Decision on the provision of support and, consequently, concluding this Agreement for the production unit as a whole, if they are not the sole owner of the production unit.

The Recipient shall be awarded the Support Scheme Participant status upon concluding this Agreement, and the provision of support shall start in accordance with the regulations governing the change of the supplier on _____ *[date of the start of the provision of support; set by the Centre for RES/CHP support]*. If the Recipient did not have a market Agreement for the sale of electricity, the Centre for RES/CHP support could have started providing support on _____ *[date when the provision of support could have started if the Participant did not have a market Agreement; if no Agreement has been concluded, the date is the same as the date of the start of the provision of support; set by the Centre for RES/CHP support]*.

The support shall be provided by _____ *[duration of support stipulated in the Decision; if the Recipient receives support in the period between the date when the provision of support could have started and the date when the provision of support starts, this period shall be included in the duration of support]*.

II. SUBJECT OF THE AGREEMENT

Article 2

Guaranteed purchase of electricity

With this Agreement, the contracting parties agree that the Recipient shall deliver and sell the net electricity produced in the production unit for which the Recipient received guarantees of origin on the basis of the production unit's operation to the System Operator's public network, and the Centre for RES/CHP support shall receive and buy this electricity in the System Operator's public network.

The Centre for RES/CHP support is obliged to only purchase the volume of the produced electricity planned at the start of the year and the unplanned volume within the permitted discrepancies determined in the applicable Rules on the operation of the Centre for RES/CHP support (hereinafter: the Rules).

The Centre for RES/CHP support is obliged to also purchase the volume of net produced electricity that exceeds the sum of volumes from the previous paragraph, provided the Recipient received guarantees of origin for it. Should the Centre for RES/CHP support determine that it does not possess sufficient financial funds to subsidise produced electricity that exceeds the sum of volumes from the previous paragraph, it is obliged to pay the Recipient the price for it, at which the Centre for RES/CHP support as the Balance Responsible Party or a Balance Subgroup Responsible Party (hereinafter: Eco Group) sells the electricity from the Eco Group on the organised electricity market. The price used for the accounting of electricity from this paragraph shall be set by the Centre for RES/CHP support.

If the electricity is not covered by the guarantees of origin, the price at which the Centre for RES/CHP support sells the electricity from the Eco Group, reduced by the Centre for RES/CHP support's expenses for the settlement of differences between the forecasted and realised production and expenses related to the sale of electricity, shall apply. The price used for the accounting of electricity from this paragraph shall be set by the Centre for RES/CHP support.

The Support Recipient undertakes to deliver the net produced electricity to the public electricity network and to deliver and sell it exclusively to the Centre for RES/CHP support.

The net produced electricity shall be delivered to the public electricity network at the metering point or points stipulated in Article 5 of this Agreement.

With this Agreement the Recipient irrevocably agrees that all guarantees of origin that they received for electricity produced at the production unit's generator terminal (gross electricity produced) or for net produced electricity, if the guarantees of origin for the unit from this Agreement are issued for net produced electricity, are transferred by the issuer of the guarantees of origin to the Centre for RES/CHP support. The issue of guarantees of origin and their transfer to the Centre for RES/CHP support must be undertaken at least on a yearly basis.

Article 3

Electricity volume

The planned net electricity volume from the start of the provision of support, stipulated in Article 1 of this Agreement, to the end of the current calendar year in calendar months, for which the Recipient shall receive guarantees of origin and shall deliver it to the Centre for RES/CHP support, is set in Annex I, which forms an integral part of this Agreement.

For the purposes of payment of support, the electricity volume for production units classified in the first group of operating hours in Article 5 of the Decree must not exceed electricity volumes calculated with the equation:

Nominal electrical capacity of a production unit x 4,000 hours;

In the case of the production unit from this Agreement this volume amounts to _____ *[electricity volume in kWh or “not relevant” if the unit is not classified in this group].*

Any surpluses of the volume from the previous paragraph are charged at the price from the fourth paragraph of Article 2, as if they were not covered with the guarantees of origin.

The planned volume shall be determined in the Annex to this Agreement for each following year of the provision of support.

The support Recipient is obliged to report the planned volumes from Annex I for the next calendar year to the Centre for RES/CHP support by the end of September of the current year at the latest. Should the Recipient fail to report the planned volumes in due time, they shall be determined by the Centre for RES/CHP support. Should the Recipient exceed or not reach the planned volumes, including the permitted discrepancies, the planned volumes for the next period shall be determined or amended in accordance with the Rules.

Article 4

Price level in the guaranteed purchase

The price level in the guaranteed purchase for the planned net produced electricity is determined on the basis of the Decision on the provision of support and shall amount to

_____ €/kWh *[price of guaranteed purchase in €/kWh, rounded to 5 decimal places].*

The price shall be amended in accordance with regulations in force by concluding an Annex to this Agreement. The Annex shall be formulated by the Centre for RES/CHP support. Should the Centre for RES/CHP support not receive the new planned volumes by the date stipulated in the last paragraph of Article 3 of this Agreement, the Centre for RES/CHP support shall determine the new volumes in accordance with the Rules. The Recipient is obliged to sign and return the Annex to the Centre for RES/CHP support within one (1) month at the latest. Should the Participant fail to conclude the prepared Annex and send it back to the Centre for RES/CHP support within five (5) working days despite the repeated written request to do so, this Agreement shall be terminated. In the Annex, the Centre for RES/CHP support shall also stipulate the start of the provision of support.

If the volumes exceed the planned volumes, including permitted discrepancies, or the electricity is not covered with the guarantees of origin, the provisions of the third or fourth paragraph of Article 2 of this Agreement shall apply instead of the price from this Article.

III. ACCOUNTING

Article 5

Metering point and measurements

The Recipient shall measure and register the volumes of electricity under this Agreement at metering points stipulated by the Decision on the provision of support, and report this data to the Energy Agency and the Centre for RES/CHP support in accordance with the Rules and the Energy Agency Acts.

The Recipient of support shall keep the registered measurement data of the produced and delivered electricity at the metering points from the previous paragraph, and all data and registered measurements from production unit declarations on the basis of which the quantity of the received guarantees of origin for electricity has been determined, for at least three (3) years.

The metering point or points, relevant for accounting under this Agreement, stated in the Decision on the provision of support, are:

_____ *[MP identification reference or references]*

Accounting of support shall be performed on the basis of data sent to the Recipient and the Centre for RES/CHP support by the Energy Agency.

The contracting parties agree that, in addition to the Recipient, the System Operator or the person, authorised by the System Operator, may also perform the measurements.

IV. INVOICING AND PAYMENT TERMS

Article 6

The support shall be invoiced and paid in Euros. The price from Article 4 of this Agreement does not include value added tax. Value added tax shall be invoiced in accordance with the law.

The contracting parties agree to perform accounting and invoicing on a monthly basis, unless otherwise provided by the Rules and agreed upon in writing by the Recipient and the Centre for RES/CHP support. The final accounting shall be implemented on the basis of the final data submitted by the Energy Agency. If the Recipient fails to issue its invoices monthly (the Centre for RES/CHP support receives the invoice by the twentieth day of the month for the previous month) or every three months (the Centre for RES/CHP support receives the invoice by the twentieth day of the month for the previous three-month period) as agreed between the Recipient and the Centre for RES/CHP support in writing, the Centre for RES/CHP support is not obliged to settle them.

Should the Centre for RES/CHP support establish within the implementation of the imbalance settlement or on the basis of data submitted by the System Operators, that the data submitted by the Energy Agency exceeds the data confirmed by the System Operators, the data of the System Operators may be considered.

The invoicing method, mandatory information to be stated on the invoice and the invoice form are defined in detail in the Rules.

The Centre for RES/CHP support is obliged to pay out the support to the Recipient within thirty (30) days following the issue of an uncontested invoice. Should the Centre for RES/CHP support reject the invoice in accordance with the Rules, the payment deadline shall start running on the date of the new invoice.

In case of late payment, the Recipient may charge the Centre for RES/CHP support statutory interest for late payment from the invoice's due date to the date of payment.

The support Recipient must ensure that the planned quantity of guarantees of origin corresponds to the quantity of guarantees of origin for the reporting period, and that the provisional electricity volume corresponds to the volume in the final accounting . They must also issue invoices that correspond to the provisional electricity volume, entitled to support, and to the planned quantity of the guarantees of origin, reported to the Recipient and the Centre for RES/CHP support by the Energy Agency.

Should the Recipient receive too much or not enough funds, they are obliged to issue a credit note or a debit note on the basis of the notification by the Centre for RES/CHP support in the amount and within the deadline determined by the Centre for RES/CHP support. The credit note and debit note shall be issued with a payment deadline of 30 days from its date. The recalculation shall not be deemed as late payment and the Centre for RES/CHP support shall not be obliged to pay the statutory interest for late payment. When it is established through recalculation that the Centre for RES/CHP support carried out an overpayment, the Recipient is obliged to return the excess amount. If so provided under regulations in force, the Recipient is obliged to pay statutory interest for late payment for the overpayment of the support.

Should the Recipient directly or indirectly mislead the Centre for RES/CHP support or the Energy Agency by reporting false or inaccurate data and receive funds to which they are not entitled, such funds must immediately be returned to the Centre for RES/CHP support together with statutory interest for late payment, and this Agreement shall be terminated. Following such an event, the Recipient in question cannot re-obtain the Support Scheme Participant status.

The Centre for RES/CHP support may temporarily stop payments or reject invoices in accordance with the Energy Act and statutory regulations issued on its basis.

Despite the temporary cessation of payment the Centre for RES/CHP support shall continue to receive electricity and settle the differences between the forecasted and realised production.

V. NETWORK ACCESS AND BALANCING AFFILIATION

Article 7

Network access

The Recipient undertakes to inform immediately the Energy Agency and the Centre for RES/CHP support of any changes on the metering points from the Decision on the provision of support or the production unit declaration.

The Recipient expressly declares that consents for connection have been issued, a Connection Agreement and a Network Access Agreement have been concluded for points stipulated in the production unit declaration, the Decision on the provision of support and in this Agreement.

Article 8

Balancing affiliation

The metering point or points subject to this Agreement shall be included in the Eco Group upon the start of the provision of support stipulated in the penultimate paragraph of Article 1, and shall belong to the Centre for RES/CHP support's Eco Group for as long as this Agreement remains valid.

The Recipient agrees that the Centre for RES/CHP support may at any time change, transfer or establish a new Balance Group or Subgroup to which it may transfer metering points from the preceding paragraph.

The Recipient expressly authorises the Centre for RES/CHP support to perform on their behalf and from their account all the necessary procedures for the inclusion of the Recipient's metering points in the Eco Group of the Centre for RES/CHP support. The Centre for RES/CHP support shall perform the change free of charge. The Recipient declares that they have no outstanding liabilities with the past supplier.

The balance responsibility of the Centre for RES/CHP support means, inter alia, that the Centre for RES/CHP support shall report the operational forecast and the settlement of differences between the forecasted and realised production for the Recipient's metering point.

The balancing affiliation to the Eco Group shall be terminated with the expiration of this Agreement. After the expiration of this Agreement, the Recipient is obliged to report the

operational forecast and settle the differences between the forecasted and realised production, including the balancing affiliation, on their own behalf and at their own expense.

In accordance with the Rules governing the operation of the organised electricity market, this Agreement shall be deemed an open contract. For this point or points the Recipient is not permitted to conclude any other open contracts for the delivery of electricity to the network of the System Operator.

VI. OTHER PROVISIONS

Article 9

Force majeure

Under this Agreement unexpected natural phenomena, such as natural disasters (floods, earthquakes, fire etc.) and other phenomena that cannot be foreseen or avoided and cause damage on installations in the electricity system, shall be considered a force majeure event.

This also includes an unplanned production failure in the Recipient's production unit that is not the consequence of human negligence or irregular maintenance of the production unit.

If the contracting party cannot fulfil all or part of its obligations with regard to supply or receipt because of a force majeure event, it shall be deemed that it did not breach its contractual obligations. During the duration of the force majeure event, the dismissal of the supply or receipt obligations shall apply to the extent to which force majeure prevents their fulfilment.

The contracting party that refers to a force majeure event must inform the other contracting party within three (3) working days at the latest and also provide a legally unbinding evaluation of the extent and the expected duration of the consequences of the force majeure event, if it is possible to provide such an evaluation at that moment.

When the support Recipient's obligation regarding supply is dismissed because of force majeure circumstances, the obligation of the Centre for RES/CHP support regarding the receipt and payment for the same electricity shall also be dismissed at the same time and to the same extent. The opposite shall also apply: If the obligation of the Centre for RES/CHP support regarding the receipt and payment is dismissed because of force majeure

circumstances, the Recipient's obligation regarding the supply of electricity and transfer of guarantees of origin shall be also dismissed.

Article 10

Limitation of liability

The contracting parties, including their managers, colleagues, contractors or subcontractors, shall not be liable to each other for the loss, expenses, expenditures or damage that could be caused under this Agreement or in connection with it, except for damage that is a consequence of intentional violation or fraud.

To avoid doubt the contracting parties are in agreement regarding the obligation to reduce damage and agree to strive to reduce the damage that could arise under this Agreement or in connection with it to their best endeavours.

The Centre for RES/CHP support shall not be responsible for any potential loss or damage incurred due to the performing of any doings or omissions that are regulated by the Rules, providing their actions were not intentional or a result of serious negligence.

The Centre for RES/CHP support is not in any case liable for any damage or loss arising from events that are the outcome of amendments to regulations in force or actions of competent authorities, and all other events that are not controlled by the Centre for RES/CHP support.

The Centre for RES/CHP support has the right to restrict, suspend, or halt the implementation of activities of the Centre for RES/CHP support in accordance with the law and the statutory regulations. In these cases, the Centre for RES/CHP support shall not be liable for damage or loss that might result from restricted, suspended, or halted transactions.

The Centre for RES/CHP support shall not be liable to any subject for damage, including all direct and indirect damage, loss of profit or delay due to the circumstances or events described in this article.

Article 11

Reporting

The Recipient undertakes to keep the Centre for RES/CHP support regularly informed of any changes in the electricity production from the production unit, especially of any unplanned power failures and planned suspension of operation.

The Recipient also undertakes to report to the Centre for RES/CHP support any changes regarding the organisational and fiscal status, as well as other data that could affect the validity of the production unit declaration, Decision on the provision of support, this Agreement or the payment of support.

The contracting parties shall inform one another using the contact details stipulated below and in accordance with the provisions of the Rules.

Contact information

• For the Recipient:

- Authorised person:

_____, Tel.: _____, Mobile: _____, E-mail: _____

- Technical questions:

_____, Tel.: _____, Mobile: _____, E-mail: _____

- Financial questions:

_____, Tel.: _____, Mobile: _____, E-mail: _____

- For the Centre for RES/CHP support: The Centre for RES/CHP support’s telephone number is _____; more detailed contact information is published on the Centre for RES/CHP support’s website.

Explanations given over the telephone or mobile phone shall be deemed informative and not legally binding; therefore, they must be confirmed by fax or mail.

The Recipient is obliged to immediately inform the Centre for RES/CHP support of any change of contact information.

Rules on the operation of the Centre for RES/CHP support

The Recipient declares that they are aware of the content of the Rules and they accept them in total and without reservation, and that they shall comply with them and implement their applicable version for the entire duration of this Agreement. By signing this Agreement, the Recipient undertakes to adhere to detailed instructions for the implementation of the Rules, published by the Centre for RES/CHP support on its website.

The Recipient agrees that their data, together with the data on the received support, are used in reports on the received State aid submitted to the Ministry responsible for State aid, and on the Centre for RES/CHP support's website.

Article 13

Change of ownership

Should a change of ownership or management of the production unit occur that could affect the payment of the support, the Recipient is obliged to immediately inform the Centre for RES/CHP support in writing.

VII. FINAL PROVISIONS

Article 14

Validity and termination of the Agreement

This Agreement shall enter into force on the day it is signed by both contracting parties.

This Agreement shall cease to be valid upon the expiry of the validity period stipulated in Article 1 of this Agreement and based on the Decision on the provision of support.

The Agreement shall be terminated should the Energy Agency withdraw the production unit declaration or annul the Decision on the provision of support.

The Centre for RES/CHP support may terminate the Agreement if the Recipient fails to conclude an Annex to the Agreement, when this is required in accordance with this Agreement, the Rules or the Regulation, within five (5) working days after receiving a written request to do so.

The Centre for RES/CHP support may also terminate the Agreement due to other reasons stipulated in the Decree, the Rules or in this Agreement.

In case this Agreement is inconsistent with the Decision on the provision of support, the Decision shall prevail.

The Recipient may seek annulment of this Agreement and a conclusion of a new Agreement for a different type of support on the basis of a new Decision on the provision of support in accordance with the Decree and the Rules.

In the event of a termination or a rescission of the Agreement in accordance with the Rules, the affiliation of the metering points (delivery points) from this Agreement to the Eco Group of the Centre for RES/CHP support shall be terminated. The Centre for RES/CHP support shall cease to receive electricity.

Article 15

Change of regulations

The contracting parties agree that upon the change of regulations governing this contractual relationship, the Centre for RES/CHP support shall, if so required, prepare an Annex to the Agreement and submit it to the Recipient for signature.

Should the regulations governing the provision of support for electricity produced in cogeneration be changed on the basis of the European Union regulations or European Commission Acts and thereby the Decision on the provision of support is also changed, the contracting parties shall conclude an Annex to this Agreement in accordance with the amended Decision on the provision of support. The Annex shall be formulated by the Centre for RES/CHP support and submitted to the Recipient for signature.

Should the Recipient fail to conclude the prepared Annex within five (5) working days despite the repeated written request by the Centre for RES/CHP support to do so, this Agreement shall be terminated.

Article 16

Enforcement of the Agreement and dispute settlement

The contracting parties undertake to make all efforts to ensure the enforcement of this Agreement and to act professionally.

The contracting parties shall resolve any eventual disputes in an amicable manner; in the event this is not possible, the parties agree that the eventual disputes shall be settled by a competent court in Ljubljana.

Article 17

Final provision

This Agreement is drawn up in three (3) copies, of which each contracting party and the Energy Agency shall receive one copy.

Done in Ljubljana, on _____ [Place], on

Centre for RES/CHP Support

Recipient

ANNEX I - GP / CHP

Planned volumes for the year _____

Recipient: _____; Agreement number:

Name of production unit: _____

| Electricity* | |
|---------------------|--|
| | Net electricity with the guarantees of origin that will be delivered to the CS in the public network (kWh) |
| Jan. | |
| Feb. | |
| Mar. | |
| Apr. | |
| May | |
| June | |
| Jul. | |
| Aug. | |
| Sep. | |
| Oct. | |
| Nov. | |
| Dec. | |
| TOTAL | |

* Only volumes from the start of the provision of support shall be considered.

| Wood biomass that can be used for electricity production receiving support, divided by source* | |
|---|---------------------------|
| Type** | Proportion in fuel (in %) |
| Wood biomass with certifications from Article 12 of the Decree | |
| Wood from forests and plantations | |
| By-products and residues from the wood processing industry | |
| End-of-life wood | |
| TOTAL | |

* To be filled out only for wood biomass production units entitled to allowances from Article 12 of the Decree on support for electricity produced in high-efficiency cogeneration of heat and power (Official Gazette of the RS, No. 37/09, 53/09, 68/09 and 76/09).

** Description of the types of wood biomass is stipulated in Annex V to the Decree on support for electricity produced in high-efficiency cogeneration of heat and power (Official Gazette of the RS, No. 37/09, 53/09, 68/09 and 76/09).

(Stamp and support recipient's signature)

ANNEX III: SAMPLE OF “OS-RES” AGREEMENT

_____ *[Support recipient's name]*

_____ *[Support recipient's address]*

Registration number:

Tax number:

Transaction account:

Represented by:

(Hereinafter referred to as: the Recipient)

And

Borzen, Power Market Operator d.o.o.

Dunajska 128a, 1000 Ljubljana,

Registration number: 1613383

VAT ID: SI 27799468

Represented by:

(Hereinafter referred to as: Centre for RES/CHP support),

shall conclude

**AGREEMENT ON THE PROVISION OF SUPPORT
AS OPERATING SUPPORT FOR ELECTRICITY
PRODUCED FROM RENEWABLE ENERGY SOURCES (OS-RES)
IN PRODUCTION UNIT _____ *[name, address of the
production unit, power]*
No. _____ *[Agreement number]***

I. INTRODUCTORY PROVISION

Article 1

On the basis of the Recipient's business interest and obligations of the Centre for RES/CHP support from Article 64n and the first paragraph of Article 64p of the Energy Act (Official Gazette of the RS, No. 27/07 - officially consolidated text and 70/08), the Decree on support for electricity generated from renewable energy sources (Official Gazette of the RS, No. 37/2009, 53/09, 68/09 and 76/09); hereinafter: the Decree) and the Decision on the provision of support by the Energy Agency of the Republic of Slovenia (hereinafter: the Energy Agency), No. _____ dated _____, the contracting parties shall conclude this Agreement which shall govern all mutual relations regarding the Recipient's participation in the Support Scheme.

The contracting parties agree that the support shall be provided as operating support for electricity produced from renewable energy sources in production unit

_____ *[Name of production unit, address, power]* (hereinafter: the production unit), for which the Recipient shall obtain guarantees of origin on the basis of production in the production unit.

The contracting parties also note:

- That a Decision on the provision of support by the Energy Agency No. _____ dated _____ has been issued to the Recipient, which became final on _____.

The Recipient states:

- That they have concluded a Connection Agreement and a Network Access Agreement with the System Operator or have the right to regular operation _____ *[of the distribution / transmission]* network _____ *[name of the Operator]* (hereinafter: the System Operator);
- That they have submitted an authorisation by the owner or other co-owners or joint owners in the procedure for obtaining the Decision on the provision of support to the Energy Agency in respect of submitting the application for the Decision on the provision of support and, consequently, concluding this Agreement for the production unit as a whole, if they are not the sole owner of the production unit.

- That they will, in the event this Agreement is concluded because of a change of the type of support from guaranteed purchase to operating support, or if the production unit from this Agreement is included in the Balance Group of the Centre for RES/CHP support (“Eco Group”), conclude a market Agreement for the sale of electricity that shall not be implemented earlier than the date of the start of the provision of support under this Agreement.

The Recipient shall be awarded the Support Scheme Participant status upon concluding this Agreement, and the provision of support shall start on _____ *[date of the start of the implementation / use of this Agreement]*.

The support shall be provided by _____ [duration of support stipulated in the Decision].

II. SUBJECT OF THE AGREEMENT

Article 2

Operating support

With this Agreement, the contracting parties agree that the Recipient shall receive operating support from the Centre for RES/CHP support for all net produced electricity in the production unit for which the Recipient received guarantees of origin on the basis of the production unit's operation. Net electricity produced in the production unit shall mean all net produced electricity, whether or not it is used for own consumption or is supplied to the public electricity network.

The Centre for RES/CHP support is obliged to provide operating support for the planned volume of the net produced electricity and the unplanned volume of the net produced electricity within the permitted discrepancies determined in the applicable Rules on the operation of the Centre for RES/CHP support (hereinafter: the Rules).

The Centre for RES/CHP support may also provide operating support for produced electricity that exceeds the volumes from the previous paragraph, provided the Recipient has received guarantees of origin for it and the Centre for RES/CHP support has determined that it possesses sufficient financial funds to subsidise produced electricity that exceeds the sum of volumes from the previous paragraph.

The support Recipient shall independently and at their own expense establish their balancing affiliation in accordance with the Rules governing the operation of the organised electricity market; this also includes reporting the operational forecasts and the settlement of differences between the forecasted and realised production.

With this Agreement the Recipient irrevocably agrees that all guarantees of origin that they received for electricity produced at the production unit's generator terminal (gross electricity produced) or for net produced electricity if the guarantees of origin for the unit from this Agreement are issued for net produced electricity, are transferred by the issuer of the guarantees of origin to the Centre for RES/CHP support. The issue of guarantees of origin and their transfer to the Centre for RES/CHP support must be undertaken at least on a yearly basis.

Article 3

Electricity volume

The planned net electricity volume from the start of the provision of support, stipulated in Article 1 of this Agreement, to the end of the current calendar year in calendar months, for which the Recipient shall receive guarantees of origin is set in Annex I, which forms an integral part of this Agreement.

The planned volume shall be determined in the Annex to this Agreement for each following year of the provision of support.

The support Recipient is obliged to report the planned volumes from Annex I for the next calendar year to the Centre for RES/CHP support by the end of September of the current year at the latest. Should the Recipient fail to report the planned volumes in due time, they shall be determined by the Centre for RES/CHP support. Should the Recipient exceed or not reach the planned volumes, including the permitted discrepancies, the planned volumes for the next period shall be determined or amended in accordance with the Rules.

Article 4

Amount of operating support

The operating support for the planned net produced electricity is determined on the basis of the Decision on the provision of support and shall amount to

_____ €/kWh [*operating support in €/kWh, rounded to 5 decimal places*].

The amount of the operating support shall be amended in accordance with regulations in force by concluding an Annex to this Agreement. The Annex shall be formulated by the Centre for RES/CHP support. Should the Centre for RES/CHP support not receive the new planned volumes by the date stipulated in the last paragraph of Article 3 of this Agreement, the Centre for RES/CHP support shall determine the new volumes in accordance with the Rules. The Recipient is obliged to sign and return the Annex to the Centre for RES/CHP support within one (1) month at the latest. Should the Participant fail to conclude the prepared Annex and send it back to the Centre for RES/CHP support within five (5) working days despite the repeated written request to do so, this Agreement shall be terminated. In the Annex, the Centre for RES/CHP support shall also stipulate the start of the provision of support.

III. ACCOUNTING

Article 5

Metering point and measurements

The Recipient shall measure and register the volumes of electricity under this Agreement at metering points stipulated by the Decision on the provision of support, and report this data to the Energy Agency and the Centre for RES/CHP support in accordance with the Rules and the Energy Agency Acts.

The Recipient of support shall keep the registered measurement data of the produced and delivered electricity at the metering points from the previous paragraph, and all data and registered measurements from production unit declarations on the basis of which the quantity of the received guarantees of origin for electricity has been determined, for at least three (3) years.

The metering point or points, relevant for accounting under this Agreement, stated in the Decision on the provision of support, are:

_____ [*MP identification reference or references*]

Accounting of support shall be performed on the basis of data sent to the Recipient and the Centre for RES/CHP support by the Energy Agency.

The contracting parties agree that, in addition to the Recipient, the System Operator or the person, authorised by the System Operator, may also perform the measurements.

IV. INVOICING AND PAYMENT TERMS

Article 6

The operating support shall be invoiced and paid in Euros. The operating support from Article 4 of this Agreement does not include value added tax. Value added tax shall be invoiced in accordance with the law.

The contracting parties agree to perform accounting and invoicing on a monthly basis, unless otherwise provided by the Rules and agreed upon in writing by the Recipient and the Centre for RES/CHP support. The final accounting shall be implemented on the basis of the final data submitted by the Energy Agency. If the Recipient fails to issue its invoices monthly (the Centre for RES/CHP support receives the invoice by the twentieth day of the month for the previous month) or every three months (the Centre for RES/CHP support receives the invoice by the twentieth day of the month for the previous three-month period) as agreed between the Recipient and the Centre for RES/CHP support in writing, the Centre for RES/CHP support is not obliged to settle them.

The invoicing method, mandatory information to be stated on the invoice and the invoice form are defined in detail in the Rules.

The Centre for RES/CHP support is obliged to pay out the operating support to the Recipient within thirty (30) days following the issue of an uncontested invoice. Should the Centre for RES/CHP support reject the invoice in accordance with the Rules, the payment deadline shall start running on the date of the new invoice.

In case of late payment, the Recipient may charge the Centre for RES/CHP support statutory interest for late payment from the invoice's due date to the date of payment.

The support Recipient must ensure that the planned quantity of guarantees of origin corresponds to the quantity of guarantees of origin for the reporting period, and that the provisional electricity volume corresponds to the volume in the final accounting . They must also issue invoices that correspond to the provisional electricity volume, entitled to support, and to the planned quantity of the guarantees of origin, reported to the Recipient and the Centre for RES/CHP support by the Energy Agency.

Should the Recipient receive too much or not enough funds, they are obliged to issue a credit note or a debit note on the basis of the notification by the Centre for RES/CHP support in the amount and within the deadline determined by the Centre for RES/CHP support. The credit note and debit note shall be issued with a payment deadline of 30 days from its date. The recalculation shall not be deemed as late payment and the Centre for RES/CHP support shall not be obliged to pay the statutory interest for late payment. When it is established through recalculation that the Centre for RES/CHP support carried out an overpayment, the Recipient is obliged to return the excess amount. If so provided under regulations in force, the Recipient is obliged to pay statutory interest for late payment for the overpayment of the support.

Should the Recipient directly or indirectly mislead the Centre for RES/CHP support or the Energy Agency by reporting false or inaccurate data and receive funds to which they are not entitled, such funds must immediately be returned to the Centre for RES/CHP support together with statutory interest for late payment, and this Agreement shall be terminated. Following such an event, the Recipient in question cannot re-obtain the Support Scheme Participant status.

The Centre for RES/CHP support may temporarily stop payments or reject invoices in accordance with the Energy Act and statutory regulations issued on its basis.

V. NETWORK ACCESS AND BALANCING AFFILIATION

Article 7

Network access

The Recipient undertakes to inform immediately the Energy Agency and the Centre for RES/CHP support of any changes on the metering points from the Decision on the provision of support or the production unit declaration.

The Recipient expressly declares that consents for connection have been issued, a Connection Agreement and a Network Access Agreement have been concluded for points stipulated in the production unit declaration, the Decision on the provision of support and in this Agreement.

Article 8

Balancing affiliation

On the basis of this Agreement the Centre for RES/CHP support shall have no obligations regarding the balancing affiliation of points subject to this Agreement, nor is it liable for any consequences of the operation of the Recipient's production unit.

VI. OTHER PROVISIONS

Article 9

Force majeure

Under this Agreement unexpected natural phenomena, such as natural disasters (floods, earthquakes, fire etc.) and other phenomena that cannot be foreseen or avoided and cause damage on installations in the electricity system, shall be considered a force majeure event.

If the contracting party cannot fulfil all or part of its obligations because of a force majeure event, it shall be deemed that it did not breach its contractual obligations. During the duration of the force majeure event, the dismissal of mutual obligations shall apply to the extent to which force majeure prevents their fulfilment.

The contracting party that refers to a force majeure event must inform the other contracting party within three (3) working days at the latest and also provide a legally unbinding evaluation of the extent and the expected duration of the consequences of the force majeure event, if it is possible to provide such an evaluation at that moment.

When the support Recipient's obligations are dismissed because of force majeure circumstances, the obligation of the Centre for RES/CHP support regarding the provision of support shall also be dismissed at the same time and to the same extent. The opposite shall also apply: If the obligation of the Centre for RES/CHP support regarding the provision of support is dismissed because of force majeure circumstances, the support Recipient's obligation regarding the transfer of guarantees of origin to the Centre for RES/CHP support shall be also dismissed.

Article 10

Limitation of liability

The contracting parties, including their managers, colleagues, contractors or subcontractors, shall not be liable to each other for the loss, expenses, expenditures or damage that could be caused under this Agreement or in connection with it, except for damage that is a consequence of intentional violation or fraud.

To avoid doubt the contracting parties are in agreement regarding the obligation to reduce damage and agree to strive to reduce the damage that could arise under this Agreement or in connection with it to their best endeavours.

The Centre for RES/CHP support shall not be responsible for any potential loss or damage incurred due to the performing of any doings or omissions that are regulated by the Rules, providing their actions were not intentional or a result of serious negligence.

The Centre for RES/CHP support is not in any case liable for any damage or loss arising from events that are the outcome of amendments to regulations in force or actions of competent authorities, and all other events that are not controlled by the Centre for RES/CHP support.

The Centre for RES/CHP support has the right to restrict, suspend, or halt the implementation of activities of the Centre for RES/CHP support in accordance with the law and the implementing regulations. In these cases, the Centre for RES/CHP support shall not be liable for damage or loss that might result from restricted, suspended, or halted transactions.

The Centre for RES/CHP support shall not be liable to any subject for damage, including all direct and indirect damage, loss of profit or delay due to the circumstances or events described in this article.

Article 11

Reporting

The Recipient undertakes to keep the Centre for RES/CHP support regularly informed of any changes in the electricity production from the production unit, especially of any unplanned power failures and planned suspension of operation.

The Recipient also undertakes to report to the Centre for RES/CHP support any changes regarding the organisational and fiscal status, as well as other data that could affect the validity of the production unit declaration, Decision on the provision of support, this Agreement or the payment of support.

The contracting parties shall inform one another using the contact details stipulated below and in accordance with the provisions of the Rules.

Contact information

- For the Recipient:

- Authorised person:

_____, Tel.: _____, Mobile: _____, E-mail:

- Technical questions:

_____, Tel.: _____, Mobile: _____, E-mail:

- Financial questions:

_____, Tel.: _____, Mobile: _____, E-mail:

- For the Centre for RES/CHP support: The Centre for RES/CHP support's telephone number is _____; more detailed contact information is published on the Centre for RES/CHP support's website.

Explanations given over the telephone or mobile phone shall be deemed informative and not legally binding; therefore, they must be confirmed by fax or mail.

The Recipient is obliged to immediately inform the Centre for RES/CHP support of any change of contact information.

Article 12

Rules on the operation of the Centre for RES/CHP support

The Recipient declares that they are aware of the content of the Rules and they accept them in total and without reservation, and that they shall comply with them and implement their

applicable version for the entire duration of this Agreement. By signing this Agreement, the Recipient undertakes to adhere to detailed instructions for the implementation of the Rules, published by the Centre for RES/CHP support on its website.

The Recipient agrees that their data, together with the data on the received support, are used in reports on the received State aid submitted to the Ministry responsible for State aid, and on the Centre for RES/CHP support's website.

Article 13

Change of ownership

Should a change of ownership or management of the production unit occur that could affect the payment of the support, the Recipient is obliged to immediately inform the Centre for RES/CHP support in writing.

VII. FINAL PROVISIONS

Article 14

Validity and termination of the Agreement

This Agreement shall enter into force on the day it is signed by both contracting parties.

This Agreement shall cease to be valid upon the expiry of the validity period stipulated in Article 1 of this Agreement and based on the Decision on the provision of support.

The Agreement shall be terminated should the Energy Agency withdraw the production unit declaration or annul the Decision on the provision of support.

The Centre for RES/CHP support may terminate the Agreement if the Recipient fails to conclude an Annex to the Agreement, when this is required in accordance with this Agreement, the Rules or the Decree, within five (5) working days after receiving a written request to do so.

The Centre for RES/CHP support may also terminate the Agreement due to other reasons stipulated in the Decree, the Rules or in this Agreement.

In case this Agreement is inconsistent with the Decision on the provision of support, the Decision shall prevail.

The Recipient may seek annulment of this Agreement and a conclusion of a new Agreement for a different type of support on the basis of a new Decision on the provision of support in accordance with the Decree and the Rules.

Article 15

Change of regulations

The contracting parties agree that upon the change of regulations governing this contractual relationship, the Centre for RES/CHP support shall, if so required, prepare an Annex to the Agreement and submit it to the Recipient for signature.

Should the regulations governing the provision of support for electricity generated from renewable energy sources be changed on the basis of the European Union regulations or European Commission Acts and thereby the Decision on the provision of support is also changed, the contracting parties shall conclude an Annex to this Agreement in accordance with the amended Decision on the provision of support. The Annex shall be formulated by the Centre for RES/CHP support and submitted to the Recipient for signature.

Should the Recipient fail to conclude the prepared Annex within five (5) working days despite the repeated written request by the Centre for RES/CHP support to do so, the Centre for RES/CHP support shall terminate this Agreement.

Article 16

Enforcement of the Agreement and dispute settlement

The contracting parties undertake to make all efforts to ensure the enforcement of this Agreement and to act professionally.

The contracting parties shall resolve any eventual disputes in an amicable manner; in the event this is not possible, the parties agree that the eventual disputes shall be settled by a competent court in Ljubljana.

Article 17

Final provision

This Agreement is drawn up in three (3) copies, of which each contracting party and the Energy Agency shall receive one copy.

Done in Ljubljana, on _____

_____ *[Place]*, on

Centre for RES/CHP Support

Recipient

UNOFFICIAL TRANSLATION

ANNEX I - OS / RES

Planned volumes for the year _____

Recipient: _____; Agreement number:

Name of production unit: _____

| Electricity* | |
|---------------------|--|
| | Complete net production of electricity with guarantees of origin (kWh) |
| Jan. | |
| Feb. | |
| Mar. | |
| Apr. | |
| May | |
| June | |
| Jul. | |
| Aug. | |
| Sep. | |
| Oct. | |
| Nov. | |
| Dec. | |
| TOTAL | |

* Only volumes from the start of the provision of support shall be considered.

| Wood biomass that can be used for electricity production receiving support, divided by source* | |
|---|---------------------------|
| Type** | Proportion in fuel (in %) |
| Wood biomass with certifications from Article 12 of the Decree | |
| Wood from forests and plantations | |
| By-products and residues from the wood processing industry | |
| End-of-life wood | |
| TOTAL | |

* To be filled out only for wood biomass production units entitled to allowances from Article 12 of the Decree on support for electricity generated from renewable energy sources (Official Gazette of the RS, No. 37/09, 53/09, 68/09 and 76/09).

** Description of the types of wood biomass is stipulated in Annex V to the Decree on support for electricity generated from renewable energy sources (Official Gazette of the RS, No. 37/09, 53/09, 68/09 and 76/09).

(Stamp and support recipient's signature)

ANNEX IV: SAMPLE OF “OS-CHP” AGREEMENT

_____ *[Support recipient's name]*

_____ *[Support recipient's address]*

Registration number:

Tax number:

Transaction account:

Represented by:

(Hereinafter referred to as: the Recipient)

And

Borzen, Power Market Operator d.o.o.

Dunajska 128a, 1000 Ljubljana,

Registration number: 1613383

VAT ID: SI 27799468

Represented by:

(Hereinafter referred to as: Centre for RES/CHP support),

shall conclude

AGREEMENT ON THE PROVISION OF SUPPORT

AS OPERATING SUPPORT FOR ELECTRICITY

PRODUCED IN HIGH-EFFICIENCY COGENERATION OF HEAT AND POWER

(OS-CHP)

IN PRODUCTION UNIT _____ *[name, address of the
production unit, power]*

No. _____ *[Agreement number]*

I. INTRODUCTORY PROVISION

Article 1

On the basis of the Recipient's business interest and obligations of the Centre for RES/CHP support from Article 64n and the first paragraph of Article 64p of the Energy Act (Official Gazette of the RS, No. 27/07 - officially consolidated text and 70/08), the Decree on support for electricity produced in high-efficiency cogeneration of heat and power (Official Gazette of the RS, No. 37/2009, 53/09, 68/09 and 76/09); hereinafter: the Decree) and the Decision on the provision of support by the Energy Agency of the Republic of Slovenia (hereinafter: the Energy Agency), No. _____ dated _____, the contracting parties shall conclude this Agreement which shall govern all mutual relations regarding the Recipient's participation in the Support Scheme.

The contracting parties agree that the support shall be provided as operating support for electricity produced in high-efficiency cogeneration of heat and power (hereinafter: cogeneration) in production unit

_____ *[Name of production unit, address, power]* (hereinafter: the production unit), for which the Recipient shall obtain guarantees of origin on the basis of production in the production unit.

The contracting parties also note:

- That a Decision on the provision of support by the Energy Agency No. _____ dated _____ has been issued to the Recipient, which became final on _____.

The Recipient states:

- That they have concluded a Connection Agreement and a Network Access Agreement with the System Operator or have the right to regular operation _____ *[of the distribution / transmission] network _____ [name of the Operator]* (hereinafter: the System Operator);
- That they have submitted an authorisation by the owner or other co-owners or joint owners in the procedure for obtaining the Decision on the provision of support to the Energy Agency in respect of submitting the application for the Decision on the provision of support and, consequently, concluding this Agreement for the production unit as a whole, if they are not the sole owner of the production unit.

- that they will, in the event this Agreement is concluded because of a change of the type of support from “guaranteed purchase” to “operating support”, or if the production unit from this Agreement is included in the Balance Group of the Centre for RES/CHP support (“Eco Group”), conclude a market Agreement for the sale of electricity that shall not be implemented earlier than the date of the implementation of this Agreement.

The Recipient shall be awarded the Support Scheme Participant status upon concluding this Agreement, and the provision of support shall start on _____ *[date of the start of the implementation / use of this Agreement]*.

The support shall be provided by _____ *[duration of support stipulated in the Decision]*.

II. SUBJECT OF THE AGREEMENT

Article 2

Operating support

With this Agreement, the contracting parties agree that the Recipient shall receive operating support from the Centre for RES/CHP support for all net produced electricity in the production unit for which the Recipient received guarantees of origin on the basis of the production unit's operation. Net electricity produced in the production unit shall mean all net produced electricity, whether or not it is used for own consumption or is supplied to the public electricity network.

The Centre for RES/CHP support is obliged to provide operating support for the planned volume of the net produced electricity and the unplanned volume of the net produced electricity within the permitted discrepancies determined in the applicable Rules on the operation of the Centre for RES/CHP support (hereinafter: the Rules).

The Centre for RES/CHP support may also provide operating support for produced electricity that exceeds the volumes from the previous paragraph, provided the Recipient has received guarantees of origin for it and the Centre for RES/CHP support has determined that it does possess sufficient financial funds to subsidise produced electricity that exceeds the sum of volumes from the previous paragraph.

The support Recipient shall independently and at their own expense establish their balancing affiliation in accordance with the Rules governing the operation of the organised electricity market; this also includes reporting the operational forecasts and the settlement of differences between the forecasted and realised production.

With this Agreement the Recipient irrevocably agrees that all guarantees of origin that they received for electricity produced at the production unit's generator terminal (gross electricity produced) or for net produced electricity, if the guarantees of origin for the unit from this Agreement are issued for net produced electricity, are transferred by the issuer of the guarantees of origin to the Centre for RES/CHP support. The issue of guarantees of origin and their transfer to the Centre for RES/CHP support must be undertaken at least on a yearly basis.

Article 3

Electricity volume

The planned net electricity volume from the start of the provision of operating support, stipulated in Article 1 of this Agreement, to the end of the current calendar year in calendar months, for which the Recipient shall receive guarantees of origin is set in Annex I, which forms an integral part of this Agreement.

For the purposes of payment of support, the electricity volume for production units from the first group of operating hours in Article 5 of the Decree must not exceed electricity volumes, calculated with the equation:

$$\textit{Nominal electrical capacity of a production unit} \times 4,000 \textit{ hours}$$

In the case of the production unit from this Agreement this volume amounts to

_____ *[electricity volume in kWh or "not relevant" if the unit is not classified in this group].*

The planned volume shall be determined in the Annex to this Agreement for each following year of the provision of support.

The support Recipient is obliged to report the planned volumes from Annex I for the next calendar year to the Centre for RES/CHP support by the end of September of the current year at the latest. Should the Recipient fail to report the planned volumes in due time, they shall be determined by the Centre for RES/CHP support. Should the Recipient exceed or not reach the planned volumes, including the permitted discrepancies, the planned volumes for the next period shall be determined or amended in accordance with the Rules.

Article 4

Amount of operating support

The operating support for the planned net produced electricity is determined on the basis of the Decision on the provision of support and shall amount to

_____ €/kWh [*operating support in €/kWh, rounded to 5 decimal places*].

The amount of the operating support shall be amended in accordance with regulations in force by concluding an Annex to this Agreement. The Annex shall be formulated by the Centre for RES/CHP support. Should the Centre for RES/CHP support not receive the new planned volumes by the date stipulated in the last paragraph of Article 3 of this Agreement, the Centre for RES/CHP support shall determine the new volumes in accordance with the Rules. The Recipient is obliged to sign and return the Annex to the Centre for RES/CHP support within one (1) month at the latest. Should the Participant fail to conclude the prepared Annex and send it back to the Centre for RES/CHP support within five (5) working days despite the repeated written request to do so, this Agreement shall be terminated. In the Annex, the Centre for RES/CHP support shall also stipulate the start of the provision of support.

III. ACCOUNTING

Article 5

Metering point and measurements

The Recipient shall measure and register the volumes of electricity under this Agreement at metering points stipulated by the Decision on the provision of support, and report this data to the Energy Agency and the Centre for RES/CHP support in accordance with the Rules and the Energy Agency Acts.

The Recipient of support shall keep the registered measurement data of the produced and delivered electricity at the metering points from the previous paragraph, and all data and registered measurements from production unit declarations on the basis of which the quantity of the received guarantees of origin for electricity has been determined, for at least three (3) years.

The metering point or points, relevant for accounting under this Agreement, stated in the Decision on the provision of support, are:

_____ *[MP identification reference or references]*

Accounting of support shall be performed on the basis of data sent to the Recipient and the Centre for RES/CHP support by the Energy Agency.

The contracting parties agree that, in addition to the Recipient, the System Operator or the person, authorised by the System Operator, may also perform the measurements.

IV. INVOICING AND PAYMENT TERMS

Article 6

The operating support shall be invoiced and paid in Euros. The operating support from Article 4 of this Agreement does not include value added tax. Value added tax shall be invoiced in accordance with the law.

The contracting parties agree to perform accounting and invoicing on a monthly basis, unless otherwise provided by the Rules and agreed upon in writing by the Recipient and the Centre for RES/CHP support. The final accounting shall be implemented on the basis of the final data submitted by the Energy Agency. If the Recipient fails to issue its invoices monthly (the Centre for RES/CHP support receives the invoice by the twentieth day of the month for the previous month) or every three months (the Centre for RES/CHP support receives the invoice by the twentieth day of the month for the previous three-month period) as agreed between the Recipient and the Centre for RES/CHP support in writing, the Centre for RES/CHP support is not obliged to settle them.

The invoicing method, mandatory information to be stated on the invoice and the invoice form are defined in detail in the Rules.

The Centre for RES/CHP support is obliged to pay out the operating support to the Recipient within thirty (30) days following the issue of an uncontested invoice. Should the Centre for RES/CHP support reject the invoice in accordance with the Rules, the payment deadline shall start running on the date of the new invoice.

In case of late payment, the Recipient may charge the Centre for RES/CHP support statutory interest for late payment from the invoice's due date to the date of payment.

The support Recipient must ensure that the planned quantity of guarantees of origin corresponds to the quantity of guarantees of origin for the reporting period, and that the provisional electricity volume corresponds to the volume in the final accounting. They must also issue invoices that correspond to the provisional electricity volume, entitled to support, and to the planned quantity of the guarantees of origin, reported to the Recipient and the Centre for RES/CHP support by the Energy Agency.

Should the Recipient receive too much or not enough funds, they are obliged to issue a credit note or a debit note on the basis of the notification by the Centre for RES/CHP support in the amount and within the deadline determined by the Centre for RES/CHP support. The credit note and debit note shall be issued with a payment deadline of 30 days from its date. The recalculation shall not be deemed as late payment and the Centre for RES/CHP support shall not be obliged to pay the statutory interest for late payment. When it is established through recalculation that the Centre for RES/CHP support carried out an overpayment, the Recipient is obliged to return the excess amount. If so provided under regulations in force, the Recipient is obliged to pay statutory interest for late payment for the overpayment of the support.

Should the Recipient directly or indirectly mislead the Centre for RES/CHP support or the Energy Agency by reporting false or inaccurate data and receive funds to which they are not entitled, such funds must immediately be returned to the Centre for RES/CHP support together with statutory interest for late payment, and this Agreement shall be terminated. Following such an event, the Recipient in question cannot re-obtain the Support Scheme Participant status.

The Centre for RES/CHP support may temporarily stop payments or reject invoices in accordance with the Energy Act and statutory regulations issued on its basis.

V. NETWORK ACCESS AND BALANCING AFFILIATION

Article 7

Network access

The Recipient undertakes to inform immediately the Energy Agency and the Centre for RES/CHP support of any changes on the metering points from the Decision on the provision of support or the production unit declaration.

The Recipient expressly declares that consents for connection have been issued, a Connection Agreement and a Network Access Agreement have been concluded for points stipulated in the production unit declaration, the Decision on the provision of support and in this Agreement.

Article 8

Balancing affiliation

On the basis of this Agreement the Centre for RES/CHP support shall have no obligations regarding the balancing affiliation of points subject to this Agreement, nor is it liable for any consequences of the operation of the Recipient's production unit.

VI. OTHER PROVISIONS

Article 9

Force majeure

Under this Agreement unexpected natural phenomena, such as natural disasters (floods, earthquakes, fire etc.) and other phenomena that cannot be foreseen or avoided and cause damage on installations in the electricity system, shall be considered a force majeure event.

If the contracting party cannot fulfil all or part of its obligations because of a force majeure event, it shall be deemed that it did not breach its contractual obligations. During the duration of the force majeure event, the dismissal of mutual obligations shall apply to the extent to which force majeure prevents their fulfilment.

The contracting party that refers to a force majeure event must inform the other contracting party within three (3) working days at the latest and also provide a legally unbinding

evaluation of the extent and the expected duration of the consequences of the force majeure event, if it is possible to provide such an evaluation at that moment.

When the support Recipient's obligations are dismissed because of force majeure circumstances, the obligation of the Centre for RES/CHP support regarding the provision of support shall also be dismissed at the same time and to the same extent. The opposite shall also apply: If the obligation of the Centre for RES/CHP support regarding the provision of support is dismissed because of force majeure circumstances, the support Recipient's obligation regarding the transfer of guarantees of origin to the Centre for RES/CHP support shall be also dismissed.

Article 10

Limitation of liability

The contracting parties, including their managers, colleagues, contractors or subcontractors, shall not be liable to each other for the loss, expenses, expenditures or damage that could be caused under this Agreement or in connection with it, except for damage that is a consequence of intentional violation or fraud.

To avoid doubt the contracting parties are in agreement regarding the obligation to reduce damage and agree to strive to reduce the damage that could arise under this Agreement or in connection with it to their best endeavours.

The Centre for RES/CHP support shall not be responsible for any potential loss or damage incurred due to the performing of any doings or omissions that are regulated by the Rules, providing their actions were not intentional or a result of serious negligence.

The Centre for RES/CHP support is not in any case liable for any damage or loss arising from events that are the outcome of amendments to regulations in force or actions of competent authorities, and all other events that are not controlled by the Centre for RES/CHP support.

The Centre for RES/CHP support has the right to restrict, suspend, or halt the implementation of activities of the Centre for RES/CHP support in accordance with the law and the statutory regulations. In these cases, the Centre for RES/CHP support shall not be liable for damage or loss that might result from restricted, suspended, or halted transactions.

The Centre for RES/CHP support shall not be liable to any subject for damage, including all direct and indirect damage, loss of profit or delay due to the circumstances or events described in this article.

Article 11
Reporting

The Recipient undertakes to keep the Centre for RES/CHP support regularly informed of any changes in the electricity production from the production unit, especially of any unplanned power failures and planned suspension of operation.

The Recipient also undertakes to report to the Centre for RES/CHP support any changes regarding the organisational and fiscal status, as well as other data that could affect the validity of the production unit declaration, Decision on the provision of support, this Agreement or the payment of support.

The contracting parties shall inform one another using the contact details stipulated below and in accordance with the provisions of the Rules.

Contact information

• For the Recipient:

- Authorised person:

_____, Tel.: _____, Mobile: _____, E-mail:

- Technical questions:

_____, Tel.: _____, Mobile: _____, E-mail:

- Financial questions:

_____, Tel.: _____, Mobile: _____, E-mail:

- For the Centre for RES/CHP support: The Centre for RES/CHP support’s telephone number is _____; more detailed contact information is published on the Centre for RES/CHP support’s website.

Explanations given over the telephone or mobile phone shall be deemed informative and not legally binding; therefore, they must be confirmed by fax or mail.

The Recipient is obliged to immediately inform the Centre for RES/CHP support of any change of contact information.

Article 12

Rules on the operation of the Centre for RES/CHP support

The Recipient declares that they are aware of the content of the Rules and they accept them in total and without reservation, and that they shall comply with them and implement their applicable version for the entire duration of this Agreement. By signing this Agreement, the Recipient undertakes to adhere to detailed instructions for the implementation of the Rules, published by the Centre for RES/CHP support on its website.

The Recipient agrees that their data, together with the data on the received support, are used in reports on the received State aid submitted to the Ministry responsible for State aid, and on the Centre for RES/CHP support's website.

Article 13

Change of ownership

Should a change of ownership or management of the production unit occur that could affect the payment of the support, the Recipient is obliged to immediately inform the Centre for RES/CHP support in writing.

VII. FINAL PROVISIONS

Article 14

Validity and termination of the Agreement

This Agreement shall enter into force on the day it is signed by both contracting parties.

This Agreement shall cease to be valid upon the expiry of the validity period stipulated in Article 1 of this Agreement and based on the Decision on the provision of support.

The Agreement shall be terminated should the Energy Agency withdraw the production unit declaration or annul the Decision on the provision of support.

The Centre for RES/CHP support may terminate the Agreement if the Recipient fails to conclude an Annex to the Agreement, when this is required in accordance with this Agreement, the Rules or the Regulation, within five (5) working days after receiving a written request to do so.

The Centre for RES/CHP support may also terminate the Agreement due to other reasons stipulated in the Decree, the Rules or in this Agreement.

In case this Agreement is inconsistent with the Decision on the provision of support, the Decision shall prevail.

The Recipient may seek annulment of this Agreement and a conclusion of a new Agreement for a different type of support on the basis of a new Decision on the provision of support in accordance with the Decree and the Rules.

Article 15

Change of regulations

The contracting parties agree that upon the change of regulations governing this contractual relationship, the Centre for RES/CHP support shall, if so required, prepare an Annex to the Agreement and submit it to the Recipient for signature.

Should the regulations governing the provision of support for electricity produced in cogeneration be changed on the basis of the European Union regulations or European Commission Acts and thereby the Decision on the provision of support is also changed, the contracting parties shall conclude an Annex to this Agreement in accordance with the amended Decision on the provision of support. The Annex shall be formulated by the Centre for RES/CHP support and submitted to the Recipient for signature.

Should the Recipient fail to conclude the prepared Annex within five (5) working days despite the repeated written request by the Centre for RES/CHP support to do so, the Centre for RES/CHP support shall terminate this Agreement.

Article 16

Enforcement of the Agreement and dispute settlement

The contracting parties undertake to make all efforts to ensure the enforcement of this Agreement and to act professionally.

The contracting parties shall resolve any eventual disputes in an amicable manner; in the event this is not possible, the parties agree that the eventual disputes shall be settled by a competent court in Ljubljana.

Article 17

Final provision

This Agreement is drawn up in three (3) copies, of which each contracting party and the Energy Agency shall receive one copy.

Done in Ljubljana, on _____ [Place], on

Centre for RES/CHP Support

Recipient

ANNEX I - OS / CHP

Planned volumes for the year _____

Recipient: _____; Agreement number:

Name of production unit: _____

| Electricity* | |
|---------------------|--|
| | Complete net production of electricity with guarantees of origin (kWh) |
| Jan. | |
| Feb. | |
| Mar. | |
| Apr. | |
| May | |
| June | |
| Jul. | |
| Aug. | |
| Sep. | |
| Oct. | |
| Nov. | |
| Dec. | |
| TOTAL | |

* Only volumes from the start of the provision of support shall be considered.

| Wood biomass that can be used for electricity production receiving support, divided by source* | |
|---|---------------------------|
| Type** | Proportion in fuel (in %) |
| Wood biomass with certifications from Article 12 of the Decree | |
| Wood from forests and plantations | |
| By-products and residues from the wood processing industry | |
| End-of-life wood | |
| TOTAL | |

* To be filled out only for wood biomass production units entitled to allowances from Article 12 of the Decree on support for electricity produced in high-efficiency cogeneration of heat and power (Official Gazette of the RS, No. 37/09, 53/09, 68/09 and 76/09).

** Description of the types of wood biomass is stipulated in Annex V to the Decree on support for electricity produced in high-efficiency cogeneration of heat and power (Official Gazette of the RS, No. 37/09, 53/09, 68/09 and 76/09).

(Stamp and support recipient's signature)